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10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**  
 12 **WESTERN DIVISION**

13 LINDA M. HANNA, individually  
 14 Plaintiff,

15 vs.

16 PRINCESS CRUISE LINES, LTD. doing  
 17 business as PRINCESS CRUISES,  
 18 STEINER TRANSOCEAN LIMITED,  
 19 STEINER TRANSOCEAN U.S., INC.  
 20 STEINER LEISURE LIMITED,  
 21 STEINER AMERICAN CRUISES, INC.,  
 22 STEINER US HOLDINGS, INC.,  
 23 ELEMIS USA, INC.

24 Defendants.

CASE NO.:

**COMPLAINT FOR DAMAGES**

**JURY TRIAL DEMANDED**

1 Linda M. Hanna, an individual (“Plaintiff”), by and through her undersigned  
2 attorneys, files her Complaint against Defendants PRINCESS CRUISE LINES,  
3 LTD. doing business as Princess Cruises (“PCL”), and STEINER TRANSOCEAN  
4 LIMITED, STEINER TRANSOCEAN U.S., INC., STEINER LEISURE  
5 LIMITED, STEINER AMERICAN CRUISES, INC., STEINER US HOLDINGS,  
6 INC., ELEMIS USA, INC. and alleges as follows:

7 **INTRODUCTION**

8 1. On or about March 1, 2018, Plaintiff was a paying passenger on a PCL  
9 cruise ship, the *Crown Princess*.

10 2. As part of the cruise experience, PCL offered passengers, including the  
11 Plaintiff, the opportunity to visit the ship’s spa.

12 3. On or about March 1, 2018, the Plaintiff went to the spa on the *Crown*  
13 *Princess* for a massage. During the massage, the masseuse flexed her hip and  
14 twisted her knee aggressively bending it against her chest. The day after the  
15 massage, her knee started swelling. By the last day of the cruise, she was limping.  
16 As result of the improper massage, the Plaintiff suffered severe and permanent  
17 injuries, requiring surgical treatment.

18 **SUBJECT MATTER JURISDICTION AND PARTIES**

19 4. Plaintiff Linda Hanna was and is a resident of the State of Colorado.

20 5. At all times material, PCL was and is a for profit corporation with its  
21 worldwide headquarters, principal address, and principal place of business located in  
22 the County of Los Angeles, California.

23 6. At all times material, upon information and belief, defendant  
24 STEINER TRANSOCEAN LIMITED was and is a subsidiary of Steiner Leisure  
25 Limited with its principal place of business located in Florida and does business in  
26 other states in the United States, including California.

27 7. At all times material, upon information and belief, STEINER  
28 TRANSOCEAN U.S., INC. was and is a subsidiary of Steiner Leisure Limited and

1 is and was a corporate entity formed under the laws of the state of Florida with its  
2 principal place of business located in Coral Gables, Florida, and does business in  
3 other states in the United States, including California.

4 8. At all times material, upon information and belief, defendant STEINER  
5 LEISURE LIMITED was and is corporate entity formed under the laws of the  
6 Bahamas with offices in the Bahamas and Florida and does business in other states  
7 of the United States including California. Steiner Leisure Limited was traded on the  
8 NASDAQ stock exchange until at least 2016 under the symbol STNR.

9 9. At all times material, upon information and belief, defendant STEINER  
10 AMERICAN CRUISES, INC. is and was a subsidiary of Steiner Leisure Limited  
11 and is and was a corporate entity formed under the law of Florida with its principal  
12 place of business in Florida and does business in other states of the United States  
13 including California.

14 10. At all times material, upon information and belief, defendant STEINER  
15 U.S. HOLDINGS, INC. is and was a subsidiary of Steiner Leisure Limited and is  
16 and was a corporate entity formed under the law of Florida with its principal place  
17 of business in Florida and does business in other states of the United States  
18 including California.

19 11. At all times material, upon information and belief, defendant ELEMIS  
20 USA, INC. is and was a subsidiary of Steiner Leisure Limited and is and was a  
21 corporate entity formed under the law of Florida with its principal place of business  
22 in Florida and does business in other states of the United States including California.

23 12. The defendants identified in paragraphs 6 through 11 are collectively  
24 referred to herein as “STEINER” or the “STEINER defendants”.

25 13. This matter is being brought pursuant to the diversity jurisdiction of  
26 this court, under 28 U.S.C. §1332, in that plaintiff is a citizen of the state of  
27 Colorado and all defendants are citizens of states or countries other than Colorado.

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1           14. The matter in controversy exceeds, exclusive of interest and costs, the  
2 sum specified by 28 U.S.C. §1332.

3           15. The causes of action asserted in this Complaint arise in part under the  
4 general maritime law of the United States and the laws of the State of California.

5           16. This action is being pursued in this Court, as opposed to state court as  
6 otherwise allowed by the Savings to Suitors Clause under 28 U.S.C. §1333, as  
7 Defendant PCL unilaterally inserts a forum selection clause into its cruise tickets  
8 that purports to require that all cruise-related suits brought by its passengers, shall be  
9 litigated, if at all, before the United States District Court for the Central District of  
10 California in Los Angeles, to the exclusion of the Courts of any other county, state  
11 or country. Plaintiff disputes the validity of the alleged forum selection clause and  
12 reserves the right to challenge the clause.

13           17. At all times material, Defendant PCL was and is a common carrier  
14 engaged in the business of marketing, selling, and operating cruise ships out of  
15 various ports throughout the world including Los Angeles, California. Defendant  
16 PCL derives substantial revenues from cruises originating and terminating in various  
17 ports in the State of California, including Los Angeles County.

18           18. At all times material, Defendant PCL operated, managed, maintained,  
19 supervised, chartered, and/or controlled, or was the owner and/or charterer of a large  
20 commercial passenger vessel named the *Crown Princess*, and facilities on board the  
21 *Crown Princess* including the Lotus Spa.

22           19. At all times material, Defendant PCL transported fare-paying  
23 passengers on cruises aboard the vessel *Crown Princess*.

24           20. At all times material, Defendants STEINER operated, managed,  
25 maintained, oversaw, controlled, leased, and/or managed the Lotus Spa, the spa  
26 aboard the *Crown Princess*. As stated in STEINER's Form 10-k filed with the U.S.  
27 Securities & Exchange Commission as of February 2015, Steiner provides  
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1 shipboard services, including massages, facials and other spa services, on cruise  
2 ships including 18 ships owned and/or operated by PCL.

3 21. Plaintiff is informed and believes and therefore alleges that, at all times  
4 relevant to this action, Defendants, and each of them, were the agents, servants,  
5 employees, assistants, joint venturers and/or consultants of each of their co-  
6 Defendants, and were, as such, acting within the course of and scope of the authority  
7 of their agency and employment, and that each and every Defendant when acting as  
8 a principal, was negligent and careless in the selection and hiring of each and every  
9 co-Defendant as an agent, servant, employee, assistant and/or consultant.

10 **VENUE**

11 22. Venue is proper in this District pursuant to 28 U.S.C. 1391(b) because  
12 Defendant PCL is a corporation with its principal place of business in Los Angeles,  
13 California. Additionally, PCL unilaterally inserts a forum selection clause into its  
14 passage form that purports to require that all cruise-related suits brought by its  
15 passengers, shall be litigated, if at all, in Los Angeles County, California. The  
16 STEINER defendants all do business within the County of Los Angeles and have  
17 entered into contracts in this county.

18 **PERSONAL JURISDICTION**

19 23. At all times material hereto, Defendants directly or through an agent or  
20 agents:

- 21 a. Operated, conducted, engaged in or carried on a business venture in this  
22 state and/or county or had an office or agency in this state and/or county;
- 23 b. Were engaged in substantial activity within this state;
- 24 c. Operated vessels in the waters of this state; and/or
- 25 d. Entered into contracts in this state.

26 24. At all times material, STEINER engaged in substantial and not isolated  
27 activity in California. STEINER's continuous and systematic activities with  
28 California include contracting with and maintaining an ongoing business

1 relationship and partnership with PCL in California to provide shipboard services on  
2 at least 18 of PCL cruise ships including those ships that sail from ports in  
3 California and otherwise. Among other things, STEINER's business relationship  
4 with PCL has generated enormous income for STEINER since as reported in its  
5 Form 10-k, ships with large spa facilities such as PCL provide average weekly  
6 revenues that are nearly triple that of the revenue earned by STEINER on other  
7 ships that do not have large spa facilities.

8 25. Partnering with PCL can be lucrative for STEINER, as all of its spa  
9 patrons on the *Crown Princess* are PCL passengers. By entering into an agreement  
10 with California-based PCL, STEINER received the benefits of the cruise line's  
11 advertising efforts in the United States directed toward their actual and potential  
12 customers;

13 26. Before and after a passenger boards the *Crown Princess*, PCL offers,  
14 arranges for, recommends and markets the Lotus Spa operated by STEINER. PCL  
15 advertises and promotes STEINER's spas on its websites. These websites, hosted in  
16 California, specifically target millions of North American cruise passengers;

17 27. PCL maintains a department and/or a specific group of employees in its  
18 headquarters in California devoted to creating, developing, promoting, marketing,  
19 coordinating, explaining, overseeing, supervising, auditing, tracking and monitoring  
20 services sold to passengers on its vessels, including the subject Lotus Spa operated  
21 by STEINER;

22 28. Upon information and belief, once a passenger books a service at the  
23 Lotus Spa and pays for the service; STEINER sends an invoice to PCL's accounts  
24 payable department in California. These invoices are then processed and approved  
25 by the accounts payable department in California. Once processed and approved, the  
26 funds are wire transferred to STEINER based on banking details provided to the  
27 cruise line;

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1           39. Following the massage and while she was onboard the *Crown Princess*,  
2 Plaintiff returned to the spa on three (3) separate occasions to complain about the  
3 massage to the spa manager.

4           40. As a result of the improper massage, the Plaintiff was diagnosed with a  
5 torn medial and lateral meniscus, requiring surgery to her right knee.

6                           **THE RELATIONSHIP BETWEEN PCL AND STEINER**

7           41. PCL and STEINER entered into an agreement, whereby STEINER was  
8 to provide spa services for passengers aboard PCL vessels, including the *Crown*  
9 *Princess*.

10           42. In entering into the agreement with STEINER, PCL established the  
11 standards of quality by which STEINER was to operate, and STEINER agreed to  
12 comply with PCL's policies and procedures.

13           43. At all times material hereto, STEINER was to furnish the subject spa  
14 with capable and trained staff to operate and perform spa services. The personnel  
15 was hired upon approval by PCL and/or PCL-approved physician(s), and the  
16 personnel were under the supervision and/or control of PCL and/or PCL's  
17 crewmembers. PCL had the right to disapprove of the personnel working at the  
18 subject spa and, if PCL exercised such right, STEINER was required to remove and  
19 replace such personnel.

20           44. At all times material hereto, STEINER was the agent and/or apparent  
21 agent of PCL by virtue of the following, such that PCL is estopped from denying  
22 that STEINER was the agent and/or apparent agent of PCL:

23           a. PCL held out to the Plaintiff and the public that it was the owner and/or  
24 operator of the subject spa on its website and/or in its brochures and/or on the  
25 subject vessel;

26           b. PCL referred to subject spa aboard the vessel as one of "our relaxing  
27 cruise activities." In the section on PCL's website entitled Frequently Asked  
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1 Questions (“FAQ”), PCL also calls patrons “our guests” and the massage therapists  
2 on the spa “our staff;”

3 c. PCL marketed the subject spa using its company logo on its website  
4 and/or in its brochures and/or on its vessel without disclosing to the Plaintiff that the  
5 subject spa was being run by another entity;

6 d. PCL directly offered, sold, provided information to, and answered  
7 passengers’ questions about the subject spa without disclosing to the Plaintiff that  
8 the subject spa was being run by another entity;

9 e. Until the point that the Plaintiff actually received services at the spa,  
10 the Plaintiff’s exclusive contacts concerning the subject spa was with PCL;

11 f. Individuals working at the subject spa wore PCL uniforms and/or PCL  
12 name tags;

13 g. Individuals working at the subject spa were under the supervision  
14 and/or commands of the ship’s officers and followed all of the master’s rules and  
15 regulations;

16 h. Individuals working at the subject spa represented themselves as the  
17 “ship’s crew” to the Plaintiff;

18 i. The fee for the subject spa services was charged to the Plaintiff, and  
19 collected from the Plaintiff, exclusively by PCL;

20 j. Plaintiff received the receipt for the spa services exclusively from PCL.

21 45. At all times material hereto, Plaintiff relied on the above, to the  
22 Plaintiff’s detriment, so as to believe that the subject spa employees were the  
23 employees and/or agents of PCL, in choosing services from the subject spa. At no  
24 time did PCL represent to the Plaintiff in particular, or the ship’s passengers in  
25 general, in a meaningful way that subject spa employees were not agents and/or  
26 employees of PCL

27 46. At all times material hereto, PCL was the owner or co-owner of the  
28 facilities that comprised the spa. At all times material hereto, PCL was responsible

1 for, and liable for, the actions of STEINER with respect to the spa on the *Crown*  
2 *Princess*.

3 47. In the alternative, at all times material hereto, a partnership and/or joint  
4 venture existed between STEINER and PCL by virtue of the following, whereby  
5 PCL and STEINER are jointly and severally responsible for the negligence of each  
6 other as partners of the partnership and/or joint venture for at least the following  
7 reasons:

8 a. PCL and STEINER were under an agreement to provide spa services for  
9 PCL passengers aboard all of PCL's vessels;

10 b. PCL marketed the subject spa on its website and/or in its brochures  
11 and/or on its vessel, on behalf of the partnership with STEINER;

12 c. STEINER provided the spa services to passengers aboard PCL's vessel;

13 d. PCL had approval authority and supervisory control over the Lotus  
14 Spa's operations and/or the personnel working at the spa;

15 e. STEINER was required to obtain PCL's authorization and/or approval  
16 for the initial pricing and selection of the merchandise available at the subject spa as  
17 well as any material changes to such merchandise;

18 f. PCL collected the amount of money charged for the spa services and  
19 merchandise provided and/or available at the spa;

20 g. PCL shared profits with STEINER for the subject spa by retaining a  
21 portion of the sales for spa services and merchandise, and paying STEINER the  
22 remaining portion of the sales for spa services and merchandise;

23 h. PCL and STEINER shared and/or had a duty to share any losses that  
24 may have been sustained, including, for instance, when refunds were issued to  
25 passengers.

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**FIRST CAUSE OF ACTION  
FOR NEGLIGENCE  
AGAINST DEFENDANT PCL**

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48. The Plaintiff re-alleges, adopts, and incorporates by reference the allegations in the foregoing paragraphs as though alleged originally herein.

49. It was the duty of Defendants to provide the Plaintiff with reasonable care under the circumstances.

50. On or about the above date(s), Defendants and/or its agents, servants, joint venturers and/or employees breached its duty to provide the Plaintiff with reasonable care under the circumstances.

51. The Plaintiff was injured due to the fault and/or negligence of Defendants, and/or its agents, servants, joint venturers and/or employees, for acts and/or omissions that include, but are not limited to, the following:

- a. Failure to provide a safe spa for use by its passengers aboard its vessel;
- b. Failure to properly supervise and oversee the spa marketed, advertised and offered to its passengers;
- c. Failure to adequately inspect and/or monitor the subject spa so as to ensure that the spa was reasonably safe for its passengers;
- d. Failure to adequately review the background and/or qualifications of the personnel working in the spa so as to ensure that they were competent and/or fit to provide spa services to its passengers;
- e. Failure to adequately supervise the personnel working at the subject spa so as to ensure that they were competent and/or fit to provide spa services to its passengers;
- f. Failure to ensure that properly trained and supervised personnel were working at the subject spa and/or providing spa services to passengers in a safe manner;

1 g. Failure to ensure that masseuses were properly trained and supervised  
2 to not perform unauthorized and/or prohibited procedures on passengers, including,  
3 but not limited to, chiropractic maneuvers;

4 h. Failure to ensure that masseuses were not performing unauthorized  
5 and/or prohibited procedures on passengers, including, but not limited to,  
6 chiropractic maneuvers;

7 i. Failure to ensure that unsafe and/or dangerous procedures were not  
8 performed on its passengers, including, but not limited to, chiropractic maneuvers;

9 j. Failure to promulgate and/or enforce adequate policies and procedures  
10 to ensure that the background and/or qualifications of the personnel were competent  
11 and/or fit to provide spa services to its passengers;

12 k. Failure to promulgate and/or enforce adequate policies and procedures  
13 to ensure proper supervision of the personnel working at the subject spa;

14 l. Failure to promulgate and/or enforce adequate policies and procedures  
15 to ensure that properly trained and supervised personnel was working at the subject  
16 spa and/or providing spa services to passengers in a safe manner;

17 m. Failure to promulgate and/or enforce adequate policies and procedures  
18 to ensure that masseuses were properly trained and supervised to not perform  
19 unauthorized and/or prohibited procedures on passengers, including, but not limited  
20 to, chiropractic maneuvers;

21 n. Failure to promulgate and/or enforce adequate policies and procedures  
22 to ensure that masseuses were not performing unauthorized and/or prohibited  
23 procedures on passengers, including, but not limited to, chiropractic maneuvers;

24 o. Failure to promulgate and/or enforce adequate policies and procedures  
25 to ensure that unsafe and/or dangerous procedures were not performed on its  
26 passengers, including, but not limited to, chiropractic maneuvers;

27 p. Failure to adequately warn Plaintiff that Defendant does not operate  
28 and/or monitor the subject spa and/or supervise the spa personnel;

1 q. Failure to adequately warn Plaintiff that Defendant does not verify  
2 whether the spa personnel, including its masseuses, are competent and/or fit to  
3 provide spa services; and

4 r. Failure to adequately warn the Plaintiff of the dangers and/or hazards  
5 involved with spa services, including, but not limited to, massages.

6 52. All or some of the above acts and/or omissions by Defendants and/or  
7 their agents, servants, and/or employees, caused and/or contributed to the Plaintiff's  
8 injuries.

9 53. At all times material hereto, Defendants had exclusive custody and  
10 control of the vessel, the *Crown Princess*.

11 54. At all times material hereto, Defendants knew of the foregoing  
12 conditions causing the subject incident and did not correct them, or the conditions  
13 existed for a sufficient length of time so that PCL, in the exercise of reasonable care  
14 under the circumstances, should have learned of them and corrected them. This  
15 knowledge was or should have been acquired through: (a) PCL's inspections of the  
16 subject spa; (b) PCL's policies and procedures establishing the standards of quality  
17 by which the subject spa was to operate; and/or (c) prior incidents involving  
18 passengers injured due to the services provided at the subject spa.

19 55. As a direct and proximate result of Defendants' negligence, Plaintiff  
20 suffered serious and permanent injuries on or about March 1, 2018.

21 56. As a further and direct and proximate cause of Defendants' negligence,  
22 Plaintiff sustained and will continue to suffer from serious and permanent injuries,  
23 pain and suffering, disability, disfigurement, mental anguish, aggravation of  
24 preexisting conditions, inconvenience, future wages, and has incurred medical  
25 expenses in the past and will incur medical expenses in the future.

26 57. As a direct and proximate cause of the aforementioned conduct of  
27 Defendants, and each of them, Plaintiff was required to, and did, employ physicians  
28 and other medical professionals to examine, treat, care for, and rehabilitate her, and

1 did incur medical and incidental expenses, and will require to do so in the future.  
2 The exact amount of said expenses is unknown at this time as Plaintiff is still  
3 actively treating.

4 58. Plaintiff claims all damages according to proof at trial. Said damages  
5 are in excess of the jurisdictional limits of the Court.

6 **SECOND CAUSE OF ACTION**  
7 **FOR NEGLIGENT SELECTION AND RETENTION**  
8 **AGAINST DEFENDANT PCL and DOES 1-5**

9 59. Plaintiff re-alleges, adopts, and incorporates by reference the  
10 allegations in foregoing paragraphs as though alleged originally herein

11 60. At all times material, PCL developed, created, hired, selected,  
12 contracted, and retained STEINER to provide spa services to its passengers,  
13 including massages, at the *Crown Princess*.

14 61. Plaintiff entrusted her health, safety, and welfare to Defendants PCL  
15 for the massage at the subject spa.

16 62. Plaintiff justifiably relied on PCL to provide safe spa services, and to  
17 use reasonable care for her health, safety, and welfare.

18 63. At all times material, PCL owed a duty to its passengers, in particular  
19 Plaintiff to use reasonable care in the development, creation, hiring, selection, and  
20 retention of the employees, servants, agents and/or representatives to provide spa  
21 services to their cruise ship passengers, and in particular the subject massage.

22 64. In order to comply with their responsibility to use reasonable care in  
23 the hiring, selection, and retention of the employees, servants, agents and/or  
24 representatives offering spa services to its cruise ship passengers, in particular the  
25 subject massage, PCL was required to make an appropriate investigation of  
26 STEINER and the personnel working aboard the Lotus Spa aboard the *Crown*  
27 *Princess* on the day of the subject incident.

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1           65. At all times material, PCL failed to make an appropriate investigation  
2 of STEINER and the personnel working aboard the Lotus Spa aboard the *Crown*  
3 *Princess* on the day of the subject incident.

4           66. An appropriate investigation would have revealed the unsuitability of  
5 STEINER and its agents and/or employees to provide safe spa services, in particular  
6 the subject massage.

7           67. At all times material, Defendants PCL knew or, in the exercise of  
8 reasonable care, should have known that its subsidiary, employees, servants, agents,  
9 representative, and/or spa operator partner hired and retained to operate the Lotus  
10 Spa, presented foreseeable risks to passengers.

11           68. At all times material, Defendants PCL knew or, in the exercise of  
12 reasonable care, should have known that improper and negligent operation would  
13 increase the likelihood of passengers being seriously injured on the spa.

14           69. In addition to the aforementioned acts and/or omissions, Defendant  
15 PCL by and through their employees, servants, agents and/or representatives, were  
16 negligent and breached their duty of care by selecting and retaining STEINER and  
17 committing the following acts and/or omissions, including, but not limited to:

18           a. Failure to provide a safe spa for use by its passengers aboard its  
19 vessel;

20           b. Failure to properly supervise and oversee the spa marketed,  
21 advertised and offered to its passengers;

22           c. Failure to adequately inspect and/or monitor the subject spa so as  
23 to ensure that the spa was reasonably safe for its passengers;

24           d. Failure to adequately review the background and/or  
25 qualifications of the personnel hired and/or to be hired by STEINER so as to ensure  
26 that they were competent and/or fit to provide spa services to its passengers;

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1 e. Failure to adequately supervise the personnel working at the  
2 subject spa so as to ensure that they were competent and/or fit to provide spa  
3 services to its passengers;

4 f. Failure to ensure that properly trained and supervised personnel  
5 was working at the subject spa and/or providing spa services to passengers in a safe  
6 manner;

7 g. Failure to ensure that masseuses were properly trained and  
8 supervised to not perform unauthorized and/or prohibited procedures on  
9 passengers, including, but not limited to, chiropractic maneuvers;

10 h. Failure to ensure that masseuses were not performing  
11 unauthorized and/or prohibited procedures on passengers, including, but not limited  
12 to, chiropractic maneuvers;

13 i. Failure to ensure that unsafe and/or dangerous procedures were  
14 not performed on its passengers, including, but not limited to, chiropractic  
15 maneuvers;

16 j. Failure to promulgate and/or enforce adequate policies and  
17 procedures to ensure that STEINER adequately reviewed the background and/or  
18 qualifications of the personnel hired by STEINER so as to ensure that they were  
19 competent and/or fit to provide spa services to its passengers;

20 k. Failure to promulgate and/or enforce adequate policies and  
21 procedures to ensure that STEINER was adequately supervising the personnel  
22 working at the subject spa;

23 l. Failure to promulgate and/or enforce adequate policies and  
24 procedures to ensure that properly trained and supervised personnel was working at  
25 the subject spa and/or providing spa services to passengers in a safe manner;

26 m. Failure to promulgate and/or enforce adequate policies and  
27 procedures to ensure that masseuses were properly trained and supervised to not  
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1 perform unauthorized and/or prohibited procedures on passengers, including, but  
2 not limited to, chiropractic maneuvers;

3 n. Failure to promulgate and/or enforce adequate policies and  
4 procedures to ensure that masseuses were not performing unauthorized and/or  
5 prohibited procedures on passengers, including, but not limited to, chiropractic  
6 maneuvers;

7 o. Failure to promulgate and/or enforce adequate policies and  
8 procedures to ensure that unsafe and/or dangerous procedures were not performed  
9 on its passengers, including, but not limited to, chiropractic maneuvers;

10 p. Failure to adequately warn the Plaintiff that Defendants do not  
11 operate and/or monitor the subject spa and/or supervise the spa personnel;

12 q. Failure to adequately warn the Plaintiff that Defendants do not  
13 verify whether the spa personnel, including its masseuses, are competent and/or fit  
14 to provide spa services; and

15 r. Failure to adequately warn the Plaintiff of the dangers and/or  
16 hazards involved with spa services, including, but not limited to, massages.

17 70. As a direct and proximate result of Defendants' negligence, Plaintiff  
18 suffered serious and permanent injuries on or about March 1, 2018.

19 71. As a further and direct and proximate cause of Defendants' negligence,  
20 Plaintiff sustained and will continue to suffer from serious and permanent injuries,  
21 pain and suffering, disability, disfigurement, mental anguish, aggravation of  
22 preexisting conditions, inconvenience, future wages, and has incurred medical  
23 expenses in the past and will incur medical expenses in the future.

24 72. As a direct and proximate cause of the aforementioned conduct of  
25 Defendants, and each of them, Plaintiff was required to, and did, employ physicians  
26 and other medical professionals to examine, treat, care for, and rehabilitate her, and  
27 did incur medical and incidental expenses, and will require to do so in the future.  
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1 The exact amount of said expenses is unknown at this time as Plaintiff is still  
2 actively treating.

3 73. Plaintiff claims all damages according to proof at trial. Said damages  
4 are in excess of the jurisdictional limits of the Court

5 **THIRD CAUSE OF ACTION FOR**  
6 **NEGLIGENCE AGAINST STEINER**

7 74. The Plaintiff re-alleges, adopts, and incorporates by reference the  
8 allegations in foregoing paragraphs as though alleged originally herein.

9 75. At all times material hereto, STEINER owned and/or operated the  
10 subject spa.

11 76. It was the duty of STEINER to provide the Plaintiff with reasonable  
12 care under the circumstances.

13 77. On or about the above date(s), STEINER and/or their agents, servants,  
14 joint venturers and/or employees breached their duty to provide the Plaintiff with  
15 reasonable care under the circumstances.

16 78. The Plaintiff was injured due to the fault and/or negligence of  
17 STEINER and/or their agents, servants, joint venturers and/or employees, for acts  
18 and/or omissions that include, but are not limited to, the following:

- 19 a. Failure to provide a safe spa for use by passengers aboard the vessel;  
20 b. Failure to properly supervise and oversee the spa marketed, advertised  
21 and offered to passengers;  
22 c. Failure to adequately inspect and/or monitor the subject spa so as to  
23 ensure that the spa was reasonably safe for passengers;  
24 d. Failure to adequately review the background and/or qualifications of  
25 the personnel to be hired so as to ensure that they were competent and/or fit to  
26 provide spa services to passengers;

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1 e. Failure to adequately supervise the personnel working at the subject  
2 spa so as to ensure that they were competent and/or fit to provide spa services to  
3 passengers;

4 f. Failure to ensure that properly trained and supervised personnel was  
5 working at the subject spa and/or providing spa services to passengers in a safe  
6 manner;

7 g. Failure to ensure that masseuses were properly trained and supervised  
8 to not perform unauthorized and/or prohibited procedures on passengers, including,  
9 but not limited to, chiropractic maneuvers;

10 h. Failure to ensure that masseuses were not performing unauthorized  
11 and/or prohibited procedures on passengers, including, but not limited to,  
12 chiropractic maneuvers;

13 i. Failure to ensure that unsafe and/or dangerous procedures were not  
14 performed on passengers, including, but not limited to, chiropractic maneuvers;

15 j. Failure to promulgate and/or enforce adequate policies and procedures  
16 to ensure that the background and/or qualifications of the personnel hired and/or to  
17 be hired are adequately reviewed so as to ensure that they were competent and/or fit  
18 to provide spa services to passengers;

19 k. Failure to promulgate and/or enforce adequate policies and procedures  
20 to ensure that the personnel working at the subject spa was adequately supervised;

21 l. Failure to promulgate and/or enforce adequate policies and procedures  
22 to ensure that properly trained and supervised personnel was working at the subject  
23 spa and/or providing spa services to passengers in a safe manner;

24 m. Failure to promulgate and/or enforce adequate policies and procedures  
25 to ensure that masseuses were properly trained and supervised to not perform  
26 unauthorized and/or prohibited procedures on passengers, including, but not limited  
27 to, chiropractic maneuvers;

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1 n. Failure to promulgate and/or enforce adequate policies and procedures  
2 to ensure that masseuses were not performing unauthorized and/or prohibited  
3 procedures on passengers, including, but not limited to, chiropractic maneuvers;

4 o. Failure to adequately warn the Plaintiff that STEINER does not  
5 operate and/or monitor the subject spa and/or supervise the spa personnel;

6 p. Failure to adequately warn the Plaintiff that STEINER does not verify  
7 whether the spa personnel, including its masseuses, are competent and/or fit to  
8 provide spa services;

9 q. Failure to adequately warn the Plaintiff of the dangers and/or hazards  
10 involved with spa services, including, but not limited to, massages; and

11 r. Negligently selecting and/or retaining the masseuse involved in the  
12 subject incident despite his/her incompetence and/or unfitness, as demonstrated by  
13 his/her performing unsafe and/or dangerous procedures on passengers, including  
14 chiropractic maneuvers.

15 79. All or some of the above acts and/or omissions by STEINER and/or its  
16 agents, servants, and/or employees, caused and/or contributed to the Plaintiff being  
17 severely injured.

18 80. At all times material hereto, STEINER had custody and control of the  
19 subject spa.

20 81. At all times material hereto, STEINER knew of the foregoing  
21 conditions causing the subject incident and did not correct them, or the conditions  
22 existed for a sufficient length of time so that STEINER, in the exercise of  
23 reasonable care under the circumstances, should have learned of them and corrected  
24 them. This knowledge was or should have been acquired through: (a) STEINER's  
25 inspections of the subject spa; (b) STEINER's training and/or supervision of the spa  
26 personnel, including masseuses; and (c) STEINER's policies and procedures  
27 establishing unsafe and/or dangerous procedures that should not be performed on  
28 passengers, including chiropractic maneuvers.

1 82. As a result of the negligence of STEINER, the Plaintiff was injured  
2 about Plaintiff's body and extremity, suffered physical pain, mental anguish, loss of  
3 enjoyment of life, disability, disfigurement, post-traumatic stress disorder and other  
4 mental and/or nervous disorders, aggravation of any previously existing conditions  
5 therefrom, incurred medical expenses in the care and treatment of Plaintiff's  
6 injuries, suffered physical handicap, lost earnings and lost earning capacity, both  
7 past and future. The injuries are permanent or continuing in nature and Plaintiff will  
8 suffer the losses and impairments in the future. In addition, Plaintiff lost the benefit  
9 of Plaintiff's vacation, cruise, and transportation costs.

10 **FOURTH CAUSE OF ACTION**  
11 **FOR NEGLIGENT SELECTION AND RETENTION**  
12 **AGAINST DEFENDANTS STEINER and DOES 6-10**

13 83. The Plaintiff re-alleges, adopts, and incorporates by reference the  
14 allegations in the foregoing paragraphs as though alleged originally herein.

15 84. At all times material, STEINER developed, created, hired, selected,  
16 contracted, and retained employees to provide spa services to its passengers,  
17 including massages, at the *Crown Princess*.

18 85. Plaintiff entrusted her health, safety, and welfare to Defendants  
19 STEINER for the massage at the subject spa.

20 86. Plaintiff justifiably relied on the entity providing the spa services to use  
21 reasonable care for her health, safety, and welfare.

22 87. At all times material, STEINER owed a duty to their passengers, in  
23 particular Plaintiff to use reasonable care in the development, creation, hiring,  
24 selection, and retention of the employees, servants, agents and/or representatives to  
25 provide spa services to their customers, and in particular the subject massage.

26 88. In order to comply with their responsibility to use reasonable care in  
27 the hiring, selection, and retention of the employees, servants, agents and/or  
28 representatives offering spa services to its cruise ship passengers, in particular the

1 subject massage, STEINER were required to make an appropriate investigation of  
2 the personnel working aboard the Lotus Spa aboard the *Crown Princess* on the day  
3 of the subject incident.

4 89. At all times material, STEINER failed to make an appropriate  
5 investigation of the personnel working aboard the Lotus Spa aboard the *Crown*  
6 *Princess* on the day of the subject incident.

7 90. An appropriate investigation would have revealed the unsuitability of  
8 the spa staff to provide safe spa services, and in particular the subject massage.

9 91. Defendants STEINER knew or, in the exercise of reasonable care,  
10 should have known that its subsidiary, employees, servants, agents, representative,  
11 and/or spa operator partner involved in the massage was unfit to operate a spa in a  
12 reasonably safe manner.

13 92. At all times material, Defendants STEINER knew or, in the exercise of  
14 reasonable care, should have known that its subsidiary, employees, servants, agents,  
15 representative, and/or spa operator partner hired and retained to operate the Lotus  
16 Spa, presented foreseeable risks to passengers.

17 93. At all times material, Defendants STEINER knew or, in the exercise of  
18 reasonable care, should have known that improper and negligent operation would  
19 increase the likelihood of passengers being seriously injured on the spa.

20 94. As such, it was unreasonable to hire, select, and retain personnel to  
21 provide spa services to its passengers, in particular the subject massage.

22 95. In addition to the aforementioned acts and/or omissions, Defendants  
23 STEINER by and through their employees, servants, agents and/or representatives,  
24 were negligent and breached their duty of care by selecting and retaining the spa  
25 personnel on duty on the date of the subject incident, and committing the following  
26 acts and/or omissions, including, but not limited to:

27 a. Failure to provide a safe spa for use by its passengers aboard its  
28 vessel;

1           b. Failure to properly supervise and oversee the spa marketed,  
2 advertised and offered to its passengers;

3           c. Failure to adequately inspect and/or monitor the subject spa so as to  
4 ensure that the spa was reasonably safe for its passengers;

5           d. Failure to adequately review the background and/or qualifications of  
6 the personnel hired and/or to be hired by STEINER so as to ensure that they were  
7 competent and/or fit to provide spa services to its passengers;

8           e. Failure to adequately supervise the personnel working at the subject  
9 spa so as to ensure that they were competent and/or fit to provide spa services to its  
10 passengers;

11           f. Failure to ensure that properly trained and supervised personnel was  
12 working at the subject spa and/or providing spa services to passengers in a safe  
13 manner;

14           g. Failure to ensure that masseuses were properly trained and  
15 supervised to not perform unauthorized and/or prohibited procedures on passengers,  
16 including, but not limited to, chiropractic maneuvers;

17           h. Failure to ensure that masseuses were not performing unauthorized  
18 and/or prohibited procedures on passengers, including, but not limited to,  
19 chiropractic maneuvers;

20           i. Failure to ensure that unsafe and/or dangerous procedures were not  
21 performed on its passengers, including, but not limited to, chiropractic maneuvers;

22           j. Failure to promulgate and/or enforce adequate policies and  
23 procedures to ensure that STEINER adequately reviewed the background and/or  
24 qualifications of the personnel hired by STEINER so as to ensure that they were  
25 competent and/or fit to provide spa services to its passengers;

26           k. Failure to promulgate and/or enforce adequate policies and  
27 procedures to ensure that STEINER was adequately supervising the personnel  
28 working at the subject spa;

1           l. Failure to promulgate and/or enforce adequate policies and  
2 procedures to ensure that properly trained and supervised personnel was working at  
3 the subject spa and/or providing spa services to passengers in a safe manner;

4           m. Failure to promulgate and/or enforce adequate policies and  
5 procedures to ensure that masseuses were properly trained and supervised to not  
6 perform unauthorized and/or prohibited procedures on passengers, including, but not  
7 limited to, chiropractic maneuvers;

8           n. Failure to promulgate and/or enforce adequate policies and  
9 procedures to ensure that masseuses were not performing unauthorized and/or  
10 prohibited procedures on passengers, including, but not limited to, chiropractic  
11 maneuvers;

12           o. Failure to promulgate and/or enforce adequate policies and  
13 procedures to ensure that unsafe and/or dangerous procedures were not performed  
14 on its passengers, including, but not limited to, chiropractic maneuvers;

15           p. Failure to adequately warn the Plaintiff that Defendants do not  
16 operate and/or monitor the subject spa and/or supervise the spa personnel;

17           q. Failure to adequately warn the Plaintiff that Defendants do not  
18 verify whether the spa personnel, including its masseuses, are competent and/or fit  
19 to provide spa services;

20           r. Failure to adequately warn the Plaintiff of the dangers and/or  
21 hazards involved with spa services, including, but not limited to, massages; and

22           s. Negligently selecting and/or retaining staff to operate and work on  
23 the subject spa, including masseuses.

24           96. As a direct and proximate result of Defendants' negligence, Plaintiff  
25 suffered serious and permanent injuries on or about March 1, 2018.

26           97. As a further and direct and proximate cause of Defendants' negligence,  
27 Plaintiff sustained and will continue to suffer from serious and permanent injuries,  
28 pain and suffering, disability, disfigurement, mental anguish, aggravation of



1 preexisting conditions, inconvenience, future wages, and has incurred medical  
2 expenses in the past and will incur medical expenses in the future.

3 98. As a direct and proximate cause of the aforementioned conduct of  
4 Defendants, and each of them, Plaintiff was required to, and did, employ physicians  
5 and other medical professionals to examine, treat, care for, and rehabilitate her, and  
6 did incur medical and incidental expenses, and will require to do so in the future.  
7 The exact amount of said expenses is unknown at this time as Plaintiff is still  
8 actively treating.

9 99. Plaintiff claims all damages according to proof at trial. Said damages  
10 are in excess of the jurisdictional limits of the Court

11 **FIFTH CAUSE OF ACTION**

12 **VICARIOUS LIABILITY – ACTUAL AGENCY AGAINST PCL**

13 100. The Plaintiff re-alleges, adopts, and incorporates by reference the  
14 allegations in the foregoing paragraphs as though alleged originally herein

15 101. At all times material, STEINER acted on behalf of Defendant PCL with  
16 respect to the spa services aboard the *Crown Princess*.

17 102. At all times material, PCL exercised and/or retained the right to  
18 exercise control over the day-to-day operations of Defendants STEINER, while  
19 providing spa services to passengers.

20 103. At all times material, PCL exercised and/or retained the right to  
21 exercise control over the day-to-day operations of STEINER .

22 104. It is a custom in the cruise line industry for cruise lines to enter into  
23 contracts with spa operators which provide the cruise lines with extensive control  
24 over the spa operators' day-to-day operations. Upon information and belief, PCL  
25 and STEINER, executed contracts that granted PCL continuous control over  
26 STEINER's day-to-day activities while providing spa services to passengers.

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1           105. At all times material, PCL acted as principal to STEINER, performing  
2 all billing, advertising, promotion, organization, coordination, and direction of its  
3 cruise ship passengers for the subject spa aboard the *Crown Princess*.

4           106. STEINER acknowledged their agency status with PCL directly and/or  
5 indirectly. Thus, PCL are vicariously liable for the negligence of their agents,  
6 STEINER.

7           107. At all times material, STEINER owed a duty to its spa customers,  
8 including Plaintiff, to provide a reasonably safe spa services.

9           108. At all times material, STEINER knew or, in the exercise of reasonable  
10 care, should have known the dangers and risks associated with the subject spa.

11           109. At all times material, STEINER knew or, in the exercise of reasonable  
12 care, should have known that the dangers and risks associated with the Lotus Spa  
13 would increase the likelihood of passengers being injured at the subject spa.

14           110. STEINER were negligent, careless, and breached their duty of care by  
15 committing the following negligent acts and/or omissions, for which PCL are  
16 vicariously liable including, but not limited to:

17           a. Failure to provide a safe spa for use by passengers aboard the  
18 vessel;

19           b. Failure to properly supervise and oversee the spa marketed,  
20 advertised and offered to passengers;

21           c. Failure to adequately inspect and/or monitor the subject spa so as  
22 to ensure that the spa was reasonably safe for passengers;

23           d. Failure to adequately review the background and/or  
24 qualifications of the personnel so as to ensure that they were competent and/or fit to  
25 provide spa services to passengers;

26           e. Failure to adequately supervise the personnel working at the  
27 subject spa so as to ensure that they were competent and/or fit to provide spa  
28 services to passengers;

1 f. Failure to ensure that properly trained and supervised personnel  
2 was working at the subject spa and/or providing spa services to passengers in a safe  
3 manner;

4 g. Failure to ensure that masseuses were properly trained and  
5 supervised to not perform unauthorized and/or prohibited procedures on passengers,  
6 including, but not limited to, chiropractic maneuvers;

7 h. Failure to ensure that masseuses were not performing  
8 unauthorized and/or prohibited procedures on passengers, including, but not limited  
9 to, chiropractic maneuvers;

10 i. Failure to ensure that unsafe and/or dangerous procedures were  
11 not performed on passengers, including, but not limited to, chiropractic maneuvers;

12 j. Failure to promulgate and/or enforce adequate policies and  
13 procedures to ensure that the background and/or qualifications of the personnel  
14 hired and/or to be hired by STEINER and Does 6-10 are adequately reviewed so as  
15 to ensure that they were competent and/or fit to provide spa services to passengers;

16 k. Failure to promulgate and/or enforce adequate policies and  
17 procedures to ensure that the personnel working at the subject spa was adequately  
18 supervised;

19 l. Failure to promulgate and/or enforce adequate policies and  
20 procedures to ensure that properly trained and supervised personnel was working at  
21 the subject spa and/or providing spa services to passengers in a safe manner;

22 m. Failure to promulgate and/or enforce adequate policies and  
23 procedures to ensure that masseuses were properly trained and supervised to not  
24 perform unauthorized and/or prohibited procedures on passengers, including, but not  
25 limited to, chiropractic maneuvers;

26 n. Failure to promulgate and/or enforce adequate policies and  
27 procedures to ensure that masseuses were not performing unauthorized and/or  
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1 prohibited procedures on passengers, including, but not limited to, chiropractic  
2 maneuvers;

3 o. Failure to adequately warn the Plaintiff that PCL does not  
4 operate and/or monitor the subject spa and/or supervise the spa personnel;

5 p. Failure to adequately warn the Plaintiff that PCL does not verify  
6 whether the spa personnel, including its masseuses, are competent and/or fit to  
7 provide spa services;

8 q. Failure to adequately warn the Plaintiff of the dangers and/or  
9 hazards involved with spa services, including, but not limited to, massages;

10 r. Negligently selecting and/or retaining the masseuse involved in  
11 the subject incident despite her incompetence and/or unfitness, as demonstrated by  
12 her performing unsafe and/or dangerous procedures on passengers, including  
13 chiropractic maneuvers.

14 111. As a direct and proximate result of Defendants' negligence, Plaintiff  
15 suffered serious and permanent injuries on or about March 1, 2018.

16 112. As a further and direct and proximate cause of Defendants' negligence,  
17 Plaintiff sustained serious and permanent injuries to her knee pain and suffering,  
18 disability, disfigurement, mental anguish, aggravation of preexisting conditions,  
19 inconvenience, scarring, the loss of capacity for enjoyment of life, and has incurred  
20 medical expenses in the past and will incur medical expenses in the future. All of  
21 said damages are permanent and continuing in nature.

22 113. As a direct and proximate cause of the aforementioned conduct of  
23 Defendants, and each of them, Plaintiff was required to, and did, employ physicians  
24 and other medical professionals to examine, treat, care for, and rehabilitate her, and  
25 did incur medical and incidental expenses, and will require to do so in the future.  
26 The exact amount of said expenses is unknown at this time as Plaintiff is still  
27 actively treating.

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1 114. Plaintiff claims all damages according to proof at trial. Said damages  
2 are well in excess of the jurisdictional limits of the Court.

3 **SIXTH CAUSE OF ACTION**  
4 **NEGLIGENCE AGAINST DEFENDANTS BASED ON**  
5 **APPARENT AGENCY OR AGENCY BY ESTOPPEL**

6 115. Plaintiff re-alleges, adopts, and incorporates by reference the  
7 allegations in the foregoing paragraphs as though alleged originally herein.

8 116. At all times material hereto, STEINER were the apparent agents of  
9 PCL.

10 117. At all times material hereto, PCL is estopped to deny that STEINER  
11 was its agent and/or apparent agent.

12 118. At all times material hereto, PCL made manifestations which caused  
13 the Plaintiff to believe that STEINER had authority to act for the benefit of PCL.  
14 These manifestations included:

15 a. PCL held out to the Plaintiff and the public that it was the owner and/or  
16 operator of the subject spa on its website and/or in its brochures and/or on the  
17 subject vessel;

18 b. PCL referred to subject spa aboard the vessel as one of “our relaxing  
19 cruise activities.” In the FAQ’s regarding the spa, PCL also calls patrons “our  
20 guests” and the massage therapists “our staff”;

21 c. PCL marketed the subject spa using its company logo on its website  
22 and/or in its brochures and/or on its vessel without disclosing to the Plaintiff that the  
23 subject spa was being run by another entity;

24 d. PCL directly offered, sold, provided information to, and answered  
25 passengers’ questions about the subject spa without disclosing to the Plaintiff that  
26 the subject spa was being run by another entity;

27 e. Until the point that the Plaintiff actually received services at the spa,  
28 the Plaintiff’s exclusive contacts concerning the subject spa was with PCL;

1 f. Individuals working at the subject spa wore PCL uniforms and/or PCL  
2 name tags;

3 g. Individuals working at the subject spa were under the supervision  
4 and/or commands of the ship's officers and followed all of the master's rules and  
5 regulations; and/or

6 h. Individuals working at the subject spa represented themselves as the  
7 "ship's crew" to the Plaintiff;

8 i. The fee for the subject spa services was charged to the Plaintiff, and  
9 collected from the Plaintiff, exclusively by PCL; and

10 j. The Plaintiff received the receipt for the spa services exclusively from  
11 PCL.

12 119. The Plaintiff reasonably relied on the above, to her detriment, so as to  
13 believe that STEINER agents and/or servants and/or employees were the employees  
14 and/or agents of PCL in choosing the subject spa.

15 120. It was reasonable to believe that STEINER's agents and/or servants  
16 and/or employees were PCL's employees and/or agents because the Plaintiff  
17 booked, paid for and/or made all necessary arrangements for the subject spa services  
18 with PCL. PCL's actions caused the Plaintiff to believe that STEINER had  
19 authority to act on PCL's behalf. At no time did STEINER represent to the ship's  
20 passengers or the Plaintiff in particular in a meaningful way that STEINER's agents  
21 and/or servants and/or employees were not an agents or employees of PCL.

22 121. Plaintiff's reasonable reliance was detrimental because the Plaintiff  
23 would not have booked, received and/or paid for the subject spa services or incur  
24 any injuries had the Plaintiff known that the subject spa was not operated by PCL  
25 and/or that STEINER's agents and/or servants and/or employees were not an agents  
26 or employees of PCL.

27 122. As a direct and proximate result of Defendants' negligence, Plaintiff  
28 suffered serious and permanent injuries on or about March 1, 2018.



1 between PCL and STEINER, such that PCL and STEINER shared a profit of the  
2 money made from the subject spa.

3 131. At all times material hereto, PCL and STEINER had joint and/or shared  
4 control over aspects of the joint venture. PCL had control over the day-to-day  
5 workings of the spa. PCL also had control over the day-to-day workings of the spa  
6 in that (a) PCL established the standards of quality by which STEINER was to  
7 operate; (b) PCL had approval authority and supervisory control over STEINER's  
8 operations and/or the personnel working at the spa; and/or (c) PCL had approval  
9 authority over the pricing and selection of the spa merchandise.

10 132. At all times material hereto, PCL and STEINER shared a common  
11 purpose: to operate the subject spa for a profit.

12 133. At all times material hereto, PCL and STEINER had a joint proprietary  
13 and/or ownership interest in the subject spa. PCL had an interest in sponsoring,  
14 recommending, advertising, operating, and selling the subject spa as well as  
15 collecting money for the spa services and/or merchandise, and STEINER had a  
16 proprietary interest in the time and labor expended in operating the subject spa.

17 134. At all times material hereto, PCL and STEINER shared and/or had the  
18 right to share in the profits of the subject spa, as PCL retaining a portion of the sales  
19 for spa services and merchandise, and PCL paid STEINER the remaining portion of  
20 the sales for spa services and merchandise.

21 135. At all times material hereto, PCL and STEINER shared and/or had a  
22 duty to share any losses that may have been sustained with the subject spa,  
23 including, for instance, when PCL and/or STEINER issued a refund to passengers  
24 for spa services and/or merchandise.

25 136. PCL and STEINER are jointly and severally responsible for each  
26 other's negligence as partners of the partnership and/or joint venture.

27 137. At all times material hereto, PCL and STEINER therefore:

28 a. Had an intention to create a joint venture;



- 1           b. Had a joint proprietary interest in the subject matter of the venture;
- 2           c. Had mutual control and/or joint control over the subject matter of
- 3 the venture with respect to the providing spa services and/or selling spa merchandise
- 4 to passengers aboard the ship;
- 5           d. Had a right to share in the profits of the joint venture; and
- 6           e. Would share and/or had the duty to share losses which may have
- 7 been sustained.

8           138. As joint venturers, PCL and STEINER are liable for each other's

9 negligence. As a result, PCL is liable for the negligent conduct of STEINER.

10           139. As a direct and proximate result of Defendants' negligence, Plaintiff

11 suffered serious and permanent injuries on or about March 1, 2018.

12           140. As a further and direct and proximate cause of Defendants' negligence,

13 Plaintiff sustained and will continue to suffer from serious and permanent injuries,

14 pain and suffering, disability, disfigurement, mental anguish, aggravation of

15 preexisting conditions, inconvenience, future wages, and has incurred medical

16 expenses in the past and will incur medical expenses in the future.

17           141. As a direct and proximate cause of the aforementioned conduct of

18 Defendants, and each of them, Plaintiff was required to, and did, employ physicians

19 and other medical professionals to examine, treat, care for, and rehabilitate her, and

20 did incur medical and incidental expenses, and will require to do so in the future.

21 The exact amount of said expenses is unknown at this time as Plaintiff is still

22 actively treating

23           142. Plaintiff claims all damages according to proof at trial. Said damages

24 are in excess of the jurisdictional limits of the Court

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

- 1. For general and special damages according to proof;
- 2. For economic damages;
- 3. For prejudgment interest to the extent allowed by law;
- 4. For costs of suit incurred herein; and
- 5. For such other and further relief as the Court may deem proper.

Date: February 28, 2019.

NELSON & FRAENKEL, LLP

By 

Carlos F. Llinás Negret  
*Attorneys for Plaintiff Linda Hanna*

**JURY TRIAL DEMAND/REQUEST**

Plaintiff hereby requests and demand a trial by jury on all claims so triable.

Date: February 28, 2019.

NELSON & FRAENKEL, LLP

By 

Carlos F. Llinás Negret  
*Attorneys for Plaintiff Linda Hanna*