

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

JURY TRIAL DEMANDED

08-CV-61670-Lenard-Garber

CHRISTINA DEAN,

Plaintiff,

vs.

PRINCESS CRUISE LINES, LTD.

Defendant.

COMPLAINT

Plaintiff, CHRISTINA DEAN, by and through her undersigned counsel sues the Defendants, PRINCESS CRUISE LINES, LTD., and alleges:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of the sum of \$75,000, and jurisdiction of this cause is based upon 28 U.S.C. §1331, upon 28 U.S.C. §1367, upon the court's general maritime jurisdiction and upon the specific federal statutes named in the individual counts of this Complaint.

2. The Plaintiff CHRISTINA DEAN was and is, at all relevant times, a citizen of Canada and a resident of Vancouver, British Columbia.

3. Defendant PRINCESS CRUISE LINES, LTD. [hereinafter "PRINCESS"] at all relevant times was a foreign, alien corporation, which, upon information and belief, owned

and/or operated the cruise ship *M/V STAR PRINCESS*, which was moored and/or operated at all relevant times on navigable waters in and out of the Port of Ft. Lauderdale, Florida.

4. PRINCESS at all relevant times operates a fleet of cruise ships which carry mostly U.S. passengers on voyages which begin and/or end in U.S. ports, including Port Everglades in Broward County, Florida, where PRINCESS maintains one of its two principal places of business in the U.S.

5. AJIT SHARMA [hereinafter "SHARMA"], at all relevant times, was a citizen of India employed by Defendant PRINCESS as sous-chef aboard the *M/V STAR PRINCESS*. SHARMA, at all relevant times acted within the course and scope of his employment with Defendant PRINCESS.

6. In the early morning hours of January 1, 2007, during a voyage of the *M/V STAR PRINCESS* which began and/or ended in Port Everglades, Florida, SHARMA, upon information and belief, administered or caused to be administered a date rape drug to the plaintiff in the crew lounge of the *M/V STAR PRINCESS* and accosted and sexually harassed the plaintiff in violation of ships rules and in full view of responsible officials, who failed to intervene. SHARMA then maneuvered the plaintiff out of the crew lounge and down a passageway toward his cabin, again in full view of responsible officials who failed to intervene. When SHARMA got the plaintiff into his cabin he falsely imprisoned her, violently sexually assaulted and battered her, and intentionally inflicted emotional distress upon her.

7. As a consequence of this incident, the Plaintiff suffered bodily injury, mental anguish, loss of capacity for the enjoyment of life, psychiatric and psychological care and treatment, loss of earnings, loss of ability to earn money and aggravation of a previously existing

condition. These losses are either permanent or continuing in nature and the plaintiff will continue to suffer said losses in the future.

COUNT I

VESSEL UNSEAWORTHINESS

8. The plaintiff realleges and incorporates paragraphs 1-7 of this Complaint as if expressly set forth herein.

9. This count is founded upon general U.S. maritime law and the doctrine of seaworthiness.

10. For purposes of this Count, it is affirmatively alleged that, at all times material hereto, the plaintiff was employed by defendant as a member of the crew of the *M/V STAR PRINCESS*. She was not subject to a collective bargaining agreement (CBA).

11. Defendant *PRINCESS* breached its duty to the plaintiff to provide a seaworthy vessel in the following respects:

- a. The sexually predatory nature of SHARMA made him an unfit member of the crew and rendered the *M/V STAR PRINCESS* unseaworthy;
- b. The crew was not properly trained, supervised and disciplined so as to prevent sexual misconduct;
- c. The crew was not properly screened and selected so as to weed out sexual predators; and,
- d. The rules, regulations and security measures necessary to deter sexual attacks by crew members were not in place.
- e. The responsible officials of the defendant were aware of plaintiff's predicament and failed to intervene or aid her.

12. As a direct and proximate result of defendant's breach of duty to provide a seaworthy vessel, the Plaintiff has suffered and will continue to suffer the damages set forth in paragraphs 6-7 above.

WHEREFORE, Plaintiff prays for damages and prejudgment interest against Defendant PRINCESS and further demands **TRIAL BY JURY**.

COUNT II

JONES ACT NEGLIGENCE

13. The Plaintiff realleges and incorporates paragraphs 1-7 as if expressly set forth herein.

14. This Count is founded on general maritime law and §46 U.S.C. §688 known as the Jones Act, recodified as 46 U.S.C. § 30104

15. For purposes of this Count, it is affirmatively alleged that, at all times material hereto, the plaintiff was employed by defendant as a member of the crew of the M/V STAR PRINCESS.

16. Defendant PRINCESS negligently breached its duty of care to the Plaintiff as follows:

- a. By failing to properly screen and investigate the hiring of crew to weed out sexual predators;
- b. failing to properly screen, supervise and discipline the crew so as to prevent sexual misconduct;
- c. by failing to have the necessary rules, regulations, and security measures in place to deter sexual attacks by crew members;
- d. by failing to properly screen and investigate SHARMA and by hiring him;

- e. by failing to properly supervise, restrain and/or terminate SHARMA when defendant knew or should have known of his propensity for sexual misconduct.;
 - f. by failing to restrain and/or otherwise SHARMA from intentionally inflicting emotional distress on the Plaintiff and spoiling evidence essential to her claim.
 - g. by negligently failing to provide plaintiff with a safe place to work and/or by retaliating against her for filing a claim
17. As a consequence of this negligence, the plaintiff has suffered and will continue to suffer the damages specified in paragraphs 6-7.

WHEREFORE, Plaintiff prays for damages and prejudgment interest against Defendant PRINCESS and further demands **TRIAL BY JURY**.

COUNT III

MAINTENANCE AND CURE

18. The plaintiff realleges and incorporates paragraphs 1-7 as if expressly set forth herein.

19. At the aforementioned time and place, while performing her duties as a seaman in the service of said vessel upon navigable waters, the plaintiff was injured as alleged in paragraph 6 above.

20. Upon the plaintiff becoming injured in the service of the aforementioned vessel, and without regard to the question of liability or negligence on the part of the defendant, the defendant became obligated to provide the plaintiff with proper medical care and attention until healed, her medical expenses, and with the means (maintenance) with which to sustain and

maintain herself while receiving medical care and attention and while unable to resume her normal duties. Defendant's obligations to do these things commenced on the date of the injury alleged herein, and are continuing thereafter until the plaintiff shall have attained the point of maximum cure.

21. The plaintiff has not obtained the point of maximum cure.

WHEREFORE the plaintiff demands judgment for maintenance and cure from the defendant until the plaintiff shall have obtained the point of maximum cure; and for prejudgment interest, and further demands **TRIAL BY JURY**.

COUNT IV

TITLE VII VIOLATIONS (SEX)

22. Plaintiff realleges Paragraphs 1-7 of this Complaint as if expressly set forth herein.

23. This is a sexual discrimination action for damages pursuant to Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, 42 *U.S.C. § 2000e-2 et seq.*, and the Civil Rights Act of 1991, the Florida Civil Rights Act of 1992, *Fla. Stat. § 760.10, et seq.*

24. Defendant is an "employer" under both Title VII and the Florida Civil Rights Act.

25. Plaintiff was an "employee" under both Title VII and the Florida Civil Rights Act at all times relevant to this Complaint.

26. Plaintiff belongs to a protected group under Title VII, namely, she is a female. The Defendant hired Plaintiff to work aboard its vessel *M/V STAR PRINCESS*, which at all relevant times, operated in and out of Port Everglades, Broward County, Florida. The acts

and/or omissions giving rise to Plaintiff's cause of action occurred, in whole or in part, in the state of Florida and/or in the territorial waters of the United States and/or of its territories and/or of its possessions abroad.

27. The plaintiff was subject to unwelcome sexual harassment by the Defendant, through its managers, supervisors, and employees.

28. The harassment was based upon sex.

29. The harassment was so severe and pervasive as to alter the conditions of Plaintiff's employment and to create an abusive working environment.

30. Defendant had actual and constructive notice of the harassment through SHARMA and others, who were supervisory employees, but failed to take prompt remedial action. Defendant is strictly liable for the acts of SHARMA. Further, Defendant failed to make reasonable investigation of the harassment complaint.

31. Plaintiff suffered damages as a direct and proximate result of the sexual harassment, including loss of job, lost wages, past and future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, embarrassment, humiliation, loss of ability to earn money, and other nonpecuniary losses.

32. Defendant's actions were so malicious and in such reckless indifference to the federally protected rights of Plaintiff as to entitle her to receive an award of punitive damages to punish the Defendant and to deter them, and others like them, from such conduct in the future.

33. Plaintiff has complied with all prerequisites to the filing of this action under Title VII. She has received a Notice of Dismissal and Right to Sue from EEOC, a copy of which is attached hereto as Exhibit A.

34. Plaintiff is obligated to pay her attorneys a reasonable fee for their representation in this action.

WHEREFORE, Plaintiff prays that this Court will grant judgment for her and against defendant for damages, including punitive damages, for the costs and attorney's fees incurred in bringing this action, for reinstatement or an award of front pay in lieu thereof, for back pay and the value of back benefits with prejudgment interest, for damages for intentional discrimination and the resulting emotional distress, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, embarrassment, humiliation, and other nonpecuniary losses, for loss of ability to earn money, for a permanent injunction enjoining from engaging in any employment practice which discriminates because of sex or in retaliation for having opposed any practice made unlawful by Title VII, for an order requiring to institute and carry out policies, practices and programs which provide equal employment opportunities for individuals which eradicate the effects of its past and present unlawful employment practices, and for such further relief as this Court deems just and proper. Plaintiff further demands **TRIAL BY JURY** as to all matters so triable.

COUNT V

FLORIDA CIVIL RIGHTS ACT VIOLATIONS (SEX)

35. Plaintiff realleges Paragraphs 1-7, and 23 -34 of this Complaint as if expressly set forth herein

36. Plaintiff belongs to a protected group under the Florida Civil Rights Act, namely, she is a female. The court has jurisdiction over this Count pursuant to 28 U.S.C. §1367 because

the claim stated herein is so related to the claim stated in Count IV that it forms part of the same case or controversy under Art. III of the United States Constitution.

37. The Plaintiff was subject to unwelcome sexual harassment by the Defendant through its managers, supervisors, and employees.

38. The harassment was based upon sex.

39. The harassment was so severe and pervasive as to alter the conditions of Plaintiff's employment and to create an abusive working environment.

40. Plaintiff suffered damages as a direct and proximate result of the sexual harassment, including loss of job, lost wages, past and future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, embarrassment, humiliation, loss of ability to earn money, and other non-pecuniary losses.

41. Defendant's actions were so malicious and in such reckless indifference to the state-protected rights of plaintiff as to entitle her to receive an award of punitive damages to punish the Defendant and to deter them, and others like them, from such conduct in the future.

42. Plaintiff has complied with all prerequisites to the filing of this action under the Florida Civil Rights Act.

43. Plaintiff is obligated to pay her attorneys a reasonable fee for their representation in this action.

WHEREFORE, Plaintiff prays that this Court will grant judgment for her and against Defendant for damages, including punitive damages, for the costs and attorney's fees incurred in bringing this action, for reinstatement or an award of front pay in lieu thereof, for back pay and the value of back benefits with prejudgment interest, for damages for intentional discrimination

and the resulting emotional distress, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, embarrassment, humiliation, and other nonpecuniary losses, for loss of ability to earn money, for a permanent injunction enjoining from engaging in any employment practice which discriminates because of sex or in retaliation for having opposed any practice made unlawful by the Florida Civil Rights Act, for an order requiring to institute and carry out policies, practices and programs which provide equal employment opportunities for individuals which eradicate the effects of its past and present unlawful employment practices, and for such further relief as this Court deems just and proper. Plaintiff further demands **TRIAL BY JURY** as to all matters so triable.

COUNT VI

NATIONAL ORIGIN DISCRIMINATION

44. The Plaintiff realleges and incorporates paragraphs 1-7, 9-12, 14-17, 19-21, 23-34 and 36-40, as if expressly set forth herein.

45. Both Title VII and the Florida Civil Rights Acts contain comparable language making it an unlawful employment practice for an employer to discriminate against any individual because of such individuals' national origin with respect to his terms and conditions of employment.

46. The Court has jurisdiction over this Count pursuant to Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, and pursuant to 28 U.S.C. §1367 because the state claim stated herein is so related to the federal claim

stated herein that it forms part of the same case or controversy under Art. III of the United States Constitution.

47. Defendant was at all relevant times a foreign corporation with its principal places of business in the United States, which employed crewmembers on its fleet of vessels who were citizens both of the U.S. and of other nations; and defendant at all relevant was and is subject to and aware of the aforementioned prohibitions upon national origin discrimination which were applicable to all of defendant's employees, including the plaintiff.

48. Nonetheless, the defendant, at all relevant times, deliberately violated these Federal and State prohibitions against national origin discrimination by imposing only upon its non-U.S. citizen crewmembers contractual terms and conditions of employment which it could not legally impose upon its similarly-situated U.S. citizen crewmembers. Such contractual terms and conditions imposed by defendant only upon its non-U.S. crewmembers included foreign arbitration, forum, and choice of law provisions. A copy of these contractual terms and conditions, which defendant imposed upon this plaintiff because she was a Canadian citizen, are attached hereto as exhibit B.

49. These prohibited discriminatory terms and conditions were intended by defendant to discriminate and do discriminate against its non- U.S crewmembers by forcing them to initiate all claims against defendant in foreign jurisdictions which do not recognize constitutional jury trials, and where U.S. statutory and seaman's claims, including those based upon the Jones Act, Title VII and the Florida Civil Rights Act, are not cognizable or justiciable.

50. The Plaintiff, at all relevant times, otherwise was and is a "Jones Act seaman" who, but for the aforementioned contractual terms and conditions, would be entitled to bring an

action against defendant in the courts of the United States based upon U.S. statutory and seaman's claims such as the Jones Act, with a constitutional right to trial by jury.

51. The aforementioned discriminatory foreign arbitration, forum, and choice of law provisions in question, which defendant imposed upon the plaintiff because she was a Canadian citizen, are therefore void under both Title VII and the Florida Civil Rights Act.

52. The aforementioned discriminatory foreign arbitration, forum, and choice of law provisions in question are also void because the subject matter of this complaint is not capable of settlement under the law of the proposed forum and/or the recognition and enforcement of an arbitration award would be contrary to the public policy of the United States, including but not limited to *46 U.S.C. § 30509*, which prohibits the owner or operator of a vessel transporting passengers on a "U.S.- touching" voyage (which describes the voyage where the plaintiff was injured) from including in a contract a provision which limits the owner or operator's liability or the right of a claimant to a trial by court of competent jurisdiction.

53. Plaintiff has suffered damages as a direct and proximate result of the national origin discrimination, including loss of her aforementioned U.S. seaman's and statutory claims and/or being forced to spend time and great expense to arbitrate other unrelated claims in a foreign jurisdiction where her U.S. statutory and seaman's claims are not cognizable or justiciable, as a condition precedent to bring her U.S. claims in a U.S. court.

54. Defendant's actions were so malicious and in such reckless indifference to the federally protected rights of Plaintiff as to entitle her to receive an award of punitive damages to punish the Defendant and to deter them, and others like them, from such conduct in the future.

55. Plaintiff has complied with all prerequisites to the filing of this action under Title VII and the Florida Civil Right Act. She has received a Notice of Dismissal and Right to Sue from EEOC, a copy of which is attached hereto as Exhibit A.

56. Plaintiff is obligated to pay her attorneys a reasonable fee for their representation in this action.

WHEREFORE, Plaintiff prays that this Court will grant judgment for her and against Defendant for damages, including punitive damages, for the amount of damages lost by reason of any loss or limitation of plaintiff's U.S. statutory and seaman's claims, for the costs and attorney's fees incurred in bringing this action, for reinstatement or an award of front pay in lieu thereof, for back pay and the value of back benefits with prejudgment interest, for damages for intentional discrimination and the resulting emotional distress, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, embarrassment, humiliation, and other nonpecuniary losses, for loss of ability to earn money, for a permanent injunction enjoining from engaging in any employment practice which discriminates because of national origin or in retaliation for having opposed any practice made unlawful by Title VII and by the Florida Civil Rights Act, for an order requiring to institute and carry out policies, practices and programs which provide equal employment opportunities for individuals which eradicate the effects of its past and present unlawful employment practices, and for such further relief as this Court deems just and proper. Plaintiff further demands **TRIAL BY JURY** as to all matters so triable.

ERIKSEN LAW FIRM
2161 Palm Beach Lakes Boulevard
Suite 217
West Palm Beach, FL 33409
866-493-9902 toll free
561-684-7612 direct
561-533-8715 fax
mde@travelaw.com

By: 

MICHAEL D. ERIKSEN
Florida Bar No. 316016

EEOC Form 161 (2/08)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: Christina Dean
C/O Michael D. Eriksen
2161 Palm Beach Lakes Blvd., Suite 217
West Palm Bch, FL 33407

From: Miami District Office
2 South Biscayne Blvd
Suite 2700
Miami, FL 33131

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No. 510-2007-04544
EEOC Representative Floyd Dawson, Investigator
Telephone No. (305) 808-1753

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
Your allegations did not involve a disability as defined by the Americans With Disabilities Act.
The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge.
[X] The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
Other (briefly state)

- NOTICE OF SUIT RIGHTS -
(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

On behalf of the Commission
Manuel Zurita, Acting Director
22/7/2008 (Date Mailed)

Enclosures(s)

cc:

Director of Human Resources
PRINCESS CRUISE LINES
1801 S.E. 20th Street Terminal 2
Fort Lauderdale, FL 33316

Michael D. Eriksen, Attorney
2161 Palm Beach Lakes Boulevard, Suite 217
West Palm Beach, Florida 33409

EXHIBIT "A"



**PRINCESS CRUISE LINES LTD.
PRINCIPAL TERMS AND CONDITIONS OF EMPLOYMENT**

INTRODUCTION

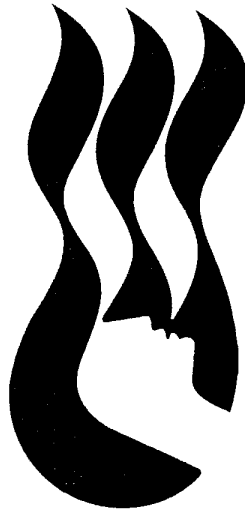
Life and work at sea are different than on land and the Principal Terms and Conditions of Employment and Code of Conduct are designed as a guide to the types of behavior which are expected and are not accepted.

As an individual you have the right to perform your job to the best of your abilities, the right to be treated fairly by both your co-workers and your supervisor, and the right to enjoy your rest time in any way you please, within the ship's rules and regulations and without disturbance from others. To enjoy these rights as an individual you also have the obligation to respect the individual rights of everyone else in the ship's complement.

To avoid persons taking matters into their own hands, it is essential to have a procedure for dealing with complaints which enables the complainant with a genuine grievance to bring it, simply and quickly, to the attention of a person in authority. This procedure is contained within Annex II of this document.

This is a dynamic and successful company offering luxury cruises throughout the world. It is our recruiting policy to only engage the best individuals of good character. We understand that you would have certainly had other possibilities of employment and we are pleased that you have chosen to join us.

Welcome Aboard!



**TERMS &
CONDITIONS
of EMPLOYMENT**

Princess Cruise Lines, Ltd.

EXHIBIT "B"

acknowledges that this confidentiality agreement can be enforced by any legal means including, but not limited to injunctive relief. Crew member understands that this confidentiality agreement, his/her obligations hereunder and the Company's rights and remedies, will continue to apply even if the crew member left the Company's employment. Acceptance of employment with the Company amounts to both implied and explicit agreement to be bound by the terms of the Company's confidentiality policy.

ARTICLE 14

Governing Law, Arbitration, Venue and Examinations

ANY DISPUTES WHATSOEVER RELATING TO OR IN ANY WAY ARISING OUT OF THIS AGREEMENT OR ANY CREW MEMBER'S SERVICE ON BOARD A VESSEL, INCLUDING BUT NOT LIMITED TO WAGE DISPUTES, PROPERTY LOSS OR DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER CLAIM, SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS SPECIFIED IN THE APPLICABLE SEAMAN'S COLLECTIVE BARGAINING AGREEMENT ("CBA"), IF ANY, OR GOVERNMENT-MANDATED CONTRACT. THE COMPANY AND THE CREW MEMBER HEREBY FURTHER AGREE, ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS, ASSIGNS, HEIRS, DEPENDENTS OR REPRESENTATIVES, THAT ANY AND ALL DISPUTES WHATSOEVER SHALL BE ARBITRATED EXCLUSIVELY ACCORDING TO THE TERMS SPECIFIED IN ANY APPLICABLE CBA OR GOVERNMENT-MANDATED CONTRACT, WHICH PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE. IN THE ABSENCE OF ANY SUCH CBA OR GOVERNMENT-MANDATED CONTRACT SPECIFICATION, THESE TERMS AND ANY SUCH DISPUTES ARISING UNDER OR IN CONNECTION WITH THESE TERMS OR CREW MEMBER'S SERVICE SHALL BE GOVERNED EXCLUSIVELY IN ALL RESPECTS BY THE LAWS OF BERMUDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. THIS AGREEMENT IS MADE PURSUANT TO A LEGAL RELATIONSHIP INVOLVING INTERNATIONAL COMMERCE BETWEEN FOREIGN PARTIES, AND SHALL BE GOVERNED ACCORDINGLY, TO THE EXCLUSION OF ANY LOCAL LAW CONTRARY TO THE CONTRACTUAL CHOICE OF LAW PROVISIONS HEREIN. THE COMPANY AND CREW MEMBER ALSO ACKNOWLEDGE THAT THEY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL.

IN THE ABSENCE OF A CBA OR GOVERNMENT-MANDATED CONTRACT SPECIFICATION, THE COMPANY AND CREW MEMBER AGREE THAT ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER (WHETHER IN CONTRACT, REGULATORY, TORT OR OTHERWISE AND WHETHER PRE-EXISTING, PRESENT OR FUTURE AND INCLUDING CONSTITUTIONAL, STATUTORY, COMMON LAW, ADMIRALTY, INTENTIONAL TORT AND EQUITABLE CLAIMS) RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE CREW AGREEMENT, THESE TERMS, OR SERVICES PERFORMED FOR THE COMPANY, INCLUDING BUT NOT LIMITED TO WAGE AND BENEFIT MATTERS, EMPLOYMENT APPLICATIONS, WRONGFUL TERMINATION OR DISCRIMINATION CLAIMS, PROPERTY LOSS OR DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER CLAIM, NO MATTER HOW DESCRIBED, PLEADED OR STYLED [COLLECTIVELY "DISPUTES"], BETWEEN THE CREW MEMBER AND THE COMPANY OR OTHERS, INCLUDING AGAINST THE MASTER, SHIPOWNER, VESSEL, VESSEL OPERATOR, CHARTERER, OR ANY OTHER THIRD PARTY, INCLUDING ALSO, BUT NOT LIMITED TO, PRINCESS CRUISES, P&O CRUISES AUSTRALIA, AND CUNARD LINE, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, ("THE CONVENTION") IN HAMILTON, BERMUDA, TO THE EXCLUSION OF ANY OTHER FORA, IN ACCORDANCE WITH THE BERMUDA INTERNATIONAL CONCILIATION AND ARBITRATION ACT 1993 AND THE UNCITRAL ARBITRATION RULES AS AT PRESENT IN FORCE, ALL OF WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE INTO THIS PROVISION. IF, AND ONLY IF, THE BERMUDA VENUE PROVISION IS FOUND LEGALLY UNENFORCEABLE, THEN AND ONLY THEN, ALL DISPUTES SHALL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE CONVENTION EXCLUSIVELY IN LOS ANGELES, CALIFORNIA, AND WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION

ASSOCIATION UNDER ITS INTERNATIONAL DISPUTE RESOLUTION PROCEDURES. AN AWARD RENDERED BY AN ARBITRATOR, REGARDLESS OF THE PLACE OF THE ARBITRATION, MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION.

THE COMPANY AND CREW MEMBER FURTHER AGREE THAT ANY AND ALL DISPUTES SHALL BE INITIATED AND RESOLVED SOLELY ON AN INDIVIDUAL BASIS. CREW MEMBER AGREES NOT TO ACT OR PARTICIPATE AS A MEMBER OF ANY CLASS, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, WITH RESPECT TO ANY DISPUTES, AND HE/SHE SHALL NOT CONSOLIDATE OR JOIN TO OR WITH ANY DISPUTES OF ANY OTHER PERSON WHO MAY HAVE SIMILAR CLAIMS. CREW MEMBER ALSO AGREES TO APPEAR AND BE EXAMINED BY DOCTORS DESIGNATED BY THE COMPANY IN SPECIALTIES RELEVANT TO ANY DISPUTE CREW MEMBER MAKES AND TO SUBMIT TO AN EXAMINATION UNDER OATH, INCLUDING PRODUCING ALL RELEVANT DOCUMENTS REQUESTED BY THE COMPANY BEFORE SUCH EXAMINATION. FURTHER, THE PARTIES AGREE TO PERMIT THE INTRODUCTION OF EXAMINATIONS UNDER OATH OF WITNESSES AT THE ARBITRATION IF BOTH PARTIES HAVE BEEN AFFORDED AN OPPORTUNITY TO PARTICIPATE IN THE EXAMINATION.

ARTICLE 15
Integration of Terms

Except as otherwise provided in any applicable collective bargaining agreement or government-mandated contract governing the crew member's employment, these Terms along with the Crew Agreement and Acceptance of Employment Terms and Conditions constitute the sole and entire employment agreement of the parties. There are no prior or present agreements, representations or understandings, oral or written, which are binding upon either the Company or the crew member, unless expressly included in these Terms or the Crew Agreement. No modification or change of these Terms shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it. In no event shall these Terms be interpreted as creating anything other than an employment relationship that is terminable at will by either the Company or crew member.

The conditions of these Terms are severable. If any clause of these Terms is determined to be void or otherwise unenforceable by any court or tribunal of competent jurisdiction, then the remainder of the Terms shall stand in full force and effect.

ARTICLE 16
Acceptance of Terms

By signing the Acceptance of Employment Terms and Conditions, the crew member acknowledges that he/she has read, understands and accepts the Terms and Conditions of Employment as contained and incorporated herein. It is agreed by and between crew member and the Company that the parties entered freely into this Agreement. The crew member acknowledges his/her separate and independent duty to abide by all other oral and written rules, regulations and standards of the Company and/or the vessel's operator and/or the ship's command.

Crew member shall not rely upon any statements or representations, whether oral or written, contrary to these Terms concerning wages, overtime and other terms and conditions of service, nor shall crew member rely upon any representations, whether oral or written, contrary to these Terms.

JS 44 (Rev. 2/08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

<p>I. (a) PLAINTIFFS</p> <p>CHRISTINA DEAN</p> <p>(b) County of Residence of First Listed Plaintiff <u>Vancouver, BC, Canada</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorney's (Firm Name, Address, and Telephone Number)</p> <p>Eriksen Law Firm, 2161 Palm Beach Lakes Boulevard, #217 West Palm Beach, FL 33408 561/684-7612</p>	<p>DEFENDANTS</p> <p>PRINCESS CRUISE LINES, LTD.</p> <p>County of Residence of First Listed Defendant <u>BROWARD</u> (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td>PTF</td> <td>DEF</td> <td></td> <td>PTF</td> <td>DEF</td> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input checked="" type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 362 Personal Injury - Med. Malpractice</p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> 610 Agriculture</p> <p><input type="checkbox"/> 620 Other Food & Drug</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 630 Liquor Laws</p> <p><input type="checkbox"/> 640 R.R. & Truck</p> <p><input type="checkbox"/> 650 Airline Regs.</p> <p><input type="checkbox"/> 660 Occupational Safety/Health</p> <p><input type="checkbox"/> 690 Other</p> <p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Mgmt. Relations</p> <p><input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</p> <p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 463 Habeas Corpus-Alien Detainee</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p>OTHER STATUTES</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 810 Selective Service</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 875 Customer Challenge 12 USC 3410</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 892 Economic Stabilization Act</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 894 Energy Allocation Act</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>
<p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease & Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 444 Welfare</p> <p><input type="checkbox"/> 445 Amer. w/Disabilities Employment</p> <p><input type="checkbox"/> 446 Amer. w/Disabilities Other</p> <p><input checked="" type="checkbox"/> 440 Other Civil Rights</p>	<p>PRISONER PETITIONS</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence</p> <p>Habeas Corpus:</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p><input type="checkbox"/> 540 Mandamus & Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p>		

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Re-filed- (see VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S). (See instructions second page):

a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE _____ DOCKET NUMBER _____

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

28 USC §§1331,1367,46USC §30104. This is a Jones Act and civil rights claim by a Canadian seaman against her emnlover. an alien shin owner

LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____

CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD: Michael D. Eriksen DATE: October 17, 2008

FOR OFFICE USE ONLY

AMOUNT 3500 RECEIPT 54443 IFP _____