

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 1:18-cv-20653-XXXX

CARMELA DERROY,

Plaintiff,

v.

CARNIVAL CORPORATION,

Defendant.

AMENDED COMPLAINT

Carmela Deroy (Plaintiff) sues Carnival Corporation (Defendant) and states at all material times:

1. Plaintiff brings this action at law for damages.
2. Plaintiff sues Defendant in personam for its negligence.
3. Plaintiff satisfied all conditions precedent or they are waived.
4. This lawsuit is timely because Defendant agreed to extend the time for filing this lawsuit.
5. Plaintiff is a Florida citizen because she permanently resides in Florida, votes in Florida, is homesteaded in Florida, and pays taxes according to her Florida citizenship.
6. Defendant is a Florida citizen because it is headquartered in Miami-Dade County and that is where its “nerve center” is. *See Hertz Corp. v. Friend*, 559 U.S. 77, 92-93 (2010).

Venue

7. Venue refers to the geographic location where a case will be heard. *In re Mickler*, 163 So. 2d 257, 259 (Fla. 1964); *Neirbo Co. v. Bethlehem Shipbuilding Corp.*, 308 U.S. 165, 167-68 (1939).

8. Venue differs from jurisdiction. *See Lane v. State*, 388 So. 2d 1022, 1026 (Fla. 1980); *Neirbo*, 308 U.S. at 167-68..
9. A party can stipulate or consent to venue. *Smith v. Williams*, 160 Fla. 580, 587 (1948); *Carnival Cruise Lines, Inc. v. Shute*, 499 U.S. 585, 592-93 (1991).
10. It cannot be overstated that stipulating to personal jurisdiction or venue has no bearing on whether a court has subject matter jurisdiction over a claim. *See Pro-Art Dental Lab, Inc. v. V-Strategic Group, LLC*, 986 So. 2d 1244, 1253-54 (Fla. 2008); *see also Leroy v. Great Western United Corp.*, 443 U.S. 173, 181 (1979).
11. Miami-Dade County is a proper venue for this case because Defendant is headquartered here and because the parties agreed to litigate this dispute in Miami-Dade County. Plaintiff is not bringing a contractual claim. Plaintiff's sole claim is for damages base on negligence. Plaintiff merely references some portions of Defendant's passenger contract to explain her reasoning for this filing.

Forum

12. Forum refers to a specific court, not a geographic location. *See Boyd v. Grand Trunk Western R.R. Co.*, 338 U.S. 263, 263-65 (1949); *see also Tex. Gulf Sulphur Co. v. Downtown Investment Co.*, 188 So. 2d 19, 20 (Fla. 3d DCA 1966).

Personal Jurisdiction

13. Personal jurisdiction refers to a court's adjudicatory authority over the parties brought before it. *Venetian Salami Co. v. Parthenais*, 554 So. 2d 499, 502 (Fla. 1989); *Int'l Shoe Co. v. State of Wash, Office of Unemployment Comp. & Placement*, 326 U.S. 310, 316-17 (1945).
14. Plaintiff submits to the personal jurisdiction of this Court by filing this lawsuit.

15. A party may submit or stipulate to the personal jurisdiction of a court. *Acquadro v. Bergeron*, 851 So. 2d 665, 671 (Fla. 2003); *Waterman Oy v. Carnival Cruise Lines, Inc.*, 632 So. 2d 724, 725-27 (Fla. 3d DCA 1994); *Petrowski v. Hawkeye Sec. Ins. Co.*, 350 U.S. 495, 496 (1956).
16. This Court has personal jurisdiction over Defendant because it is headquartered in Miami-Dade County. See *Royal Caribbean Cruises, Ltd. v. Payumo*, 608 So. 2d 862, 862-63 (Fla. 3d DCA 1992).

Subject Matter Jurisdiction

17. Subject matter jurisdiction refers to a court's adjudicatory authority over the claims brought before it. *Atlantic Coast Line Ry. Co. v. Fla. Fine Fruit Co.*, 93 Fla. 161, 165 (1927); *Balance v. Forsyth*, 62 U.S. 389, 389-90 (1858).
18. Neither a state court nor a federal court can hear a case for which it lacks subject matter jurisdiction. *Tompkins v. State*, 894 So. 2d 857, 859 (Fla. 2005); *Carnival Corp. v. Operadora Aviomar S.A. de C.V.*, 883 F. Supp. 2d 1316 (S.D. Fla. 2012) (dismissing case because federal court lacked federal question, admiralty, and diversity subject matter jurisdiction).
19. Subject matter jurisdiction cannot be created by waiver, inaction, or stipulation. *Winn & Lovett Grocery Co. v. Luke*, 156 Fla. 638, 641 (1945); *Fitzgerald v. Seaboard Sys. R.R., Inc.*, 760 F.2d 1249, 1251 (11th Cir. 1985); *The Republic*, 62 U.S. 386, 388 (1858).
20. Federal courts have limited subject matter jurisdiction. *Keene Corp. v. United States*, 508 U.S. 200, 207 (1993).
21. The Supreme Court "wisely adopted a presumption that every federal court is 'without jurisdiction' unless the 'contrary affirmatively appears from the record.'" *Delaware v. Van Arsdall*, 475 U.S. 673, 692 (1986).

22. Plaintiff doubts this Court has subject matter jurisdiction over this case because of the parties involved and the claims made.

Admiralty and Maritime Claims

23. Admiralty and maritime claims involve a body of law and words that are often misused and misapplied. *See, e.g., Freeport Sulphur Co. v. S.S. Hermosa*, 526 F.2d 300, 305 (5th Cir. 1976) (incorrectly calling an “allision” a “collision”); *see also Corby v. Kloster Cruise Ltd.*, 1990 WL 488464, at **2-3 (N.D. Cal. Oct. 5, 1990) (incorrectly applying exculpatory clause in passenger ticket in violation of maritime law).
24. A common misconception is the application of maritime law means a court has admiralty subject matter jurisdiction. *See, e.g., Am. Dredging Co. v. Miller*, 510 U.S. 443, 446-47 (1994).
25. The application of maritime law does not affect a state court’s subject matter jurisdiction over a negligence case. *E.g., Gen. Chem. Corp. v. De La Lastra*, 852 S.W.2d 916, 920 (Tex. 1993).
26. Not all claims that arise on navigable waters are subject to admiralty subject matter jurisdiction. *Armstrong v. Ala. Power Co.*, 667 F.2d 1385, 1387 (11th Cir. 1982); *see also Lozman v. City of Riviera Beach, Fla.*, 568 U.S. 115, 118-19, 130-31 (2013) (dispute over houseboat on navigable water not within admiralty jurisdiction).
27. For example, federal courts have admiralty subject matter jurisdiction over maritime claims brought as a proceeding in admiralty. *J.P. v. Connell*, 93 F. Supp. 3d 1298, 1302

(M.D. Fla. 2015)¹ (citing *Madruga v. Superior Court*, 346 U.S. 556, 560 (1954)); *The Moses Taylor*, 71 U.S. 411, 427-30 (1866).

28. However, state courts have original subject matter jurisdiction over negligence claims brought at law and in personam like Plaintiff's claims in this case, even when those claims arise on navigable water. *J.P.*, 93 F. Supp. 3d at 1302-03; *Royal Caribbean Cruises, Ltd. v. Cox*, 137 So. 3d 1157, 1158-59 (Fla. 3d DCA 2014); *Hyer v. Caro*, 17 Fla. 332, 350-62 (1879).
29. Conversely, federal courts do not have admiralty subject matter jurisdiction over negligence claims brought at law and in personam. See *The Belfast*, 74 U.S. 624, 644 (1868). That remains the law today. *J.P.*, 93 F. Supp. 3d at 1302; *Coronel v. AK Victory*, 1 F. Supp. 3d 1175, 1181 (W.D. Wash. 2014); *Armstrong v. Ala. Power Co.*, 667 F.2d 1385, 1387 (11th Cir. 1982).
30. The only way a federal court could have subject matter jurisdiction over a negligence claim that arose on the water, and that was brought in personam and at law, is if there is diversity subject matter jurisdiction. *E.g.*, *In re Chimenti*, 79 F.3d 534, 538 (6th Cir. 1996).
31. When a negligence claim that arises on the water is brought at law, a plaintiff may choose to file a lawsuit against the defendant in personam in state court under the state court's original subject matter jurisdiction, or she could choose to file a lawsuit against the defendant in personam and at law in federal court under the federal court's original diversity subject matter jurisdiction. *E.g.*, *Coronel*, 1 F. Supp. 3d at 1181-85. There is no

¹ The undersigned was co-counsel for the plaintiff in *J.P.* and obtained the order remanding the case for lack of federal jurisdiction. 93 F. Supp. 3d at 1299.

other way for any state or federal court to have subject matter jurisdiction over a negligence claim that arises on the water and that is brought at law and in personam. *Id.*

This Case Lacks Federal Diversity Subject Matter Jurisdiction

32. Federal diversity subject matter jurisdiction requires complete diversity of citizenship of the parties and requires that more than \$75,000 to be in controversy.
33. Plaintiff and Defendant are Florida citizens so this case is not susceptible to federal diversity subject matter jurisdiction.

This Case Lacks Federal Question Subject Matter Jurisdiction

34. Maritime claims, like the one Plaintiff brings in this case, do not present a federal question. *See, e.g., Am. Ins. Co. v. 365 Bales of Cotton*, 26 U.S. 511, 545-46 (1828).
35. That is because maritime claims “are as old as navigation itself” and do not “arise under the Constitution or laws of the United States.” *Id.*
36. The maritime nature of a case simply does not provide a ground for federal subject matter jurisdiction. *Armstrong*, 667 F.2d at 1388; *Assiff v. Carnival Corp.*, 930 So. 2d 776, 778 (Fla. 3d DCA 2006).
37. Plaintiff sues Defendant at law and in personam for its negligence, so this case is not susceptible to federal question subject matter jurisdiction.

This Case Lacks Federal Admiralty Subject Matter Jurisdiction

38. Federal courts do not have admiralty subject matter jurisdiction over negligence claims brought at law and in personam. *See The Belfast*, 74 U.S. at 644; *J.P.*, 93 F. Supp. 3d at 1302; *Coronel*, 1 F. Supp. 3d at 1181; *Armstrong*, 667 F.2d at 1387.
39. Plaintiff sued Defendant in personam and at law for negligence, so this case is not susceptible to admiralty subject matter jurisdiction.

Sua Sponte Dismissal for Lack of Subject Matter Jurisdiction

40. Federal courts owe a duty to ensure subject matter jurisdiction exists over a lawsuit. *E.g.*, *Fitzgerald v. Seaboard Sys. R.R., Inc.*, 760 F.2d 1249, 1251 (11th Cir. 1985).
41. Federal courts are empowered to dismiss a case sua sponte for lack of subject matter jurisdiction. *E.g.*, *Cotton v. Mass. Mut. Life Ins. Co.*, 402 F.3d 1267, 1280 (11th Cir. 2005).

In Personam Claims and In Rem Claims

42. When a person is injured in an incident like Plaintiff in this case, the injured person can sue the responsible parties in personam in a court that has personal jurisdiction over the defendant parties, subject matter jurisdiction over the case, and is the proper venue.
43. The cost for initiating an in personam lawsuit is a few hundred dollars.
44. The injured person could bring a libel in rem against the vessel if the vessel were negligent. An in rem proceeding is an action in admiralty and can only be brought in federal court. The person bringing an in rem proceeding is called the libellant. An in rem proceeding involves having a federal marshal literally arrest the ship. *E.g.*, Warrant to Seize a Vessel, *Stumpf v. Carnival PLC*, No. 12-CV-00099 (S.D. Tex. Mar. 30, 2012). Arresting a vessel is a much more complicated and expensive process. An improper arrest of a vessel can expose the libellant to significant penalties.
45. An admiralty proceeding in rem “is not a remedy afforded by the common law; it is a proceeding under the civil law.” *The Moses Taylor*, 71 U.S. at 431.
46. Respectfully, courts and lawyers have misused the “in admiralty” designation for negligence cases brought at law in federal court for years. The undersigned is among the guilty.

47. A negligence case brought against a defendant in personam and at law, like this case, is not an action in admiralty and is not within the admiralty subject matter jurisdiction of the federal courts. *Id.*; *Armstrong*, 667 F.2d at 1388

Master of Claims

48. A plaintiff is the master of her claims and decides which claims to bring and which remedies to seek for a wrong. *See* Fed. R. Civ. P. 8(a); Fla. R. Civ. P. 1.110(g).
49. A plaintiff is not “compelled to proceed in the admiralty at all” and “may resort to [her] common-law remedy in the state courts.” *Norman v. Switzer*, 93 U.S. 355, 356 (1876).
50. In this case, Plaintiff chooses to sue Defendant at law and in personam for its negligence.
51. It is the claims made, not the claims that could have been made, that determine whether a court has subject matter jurisdiction over the dispute brought before it. *Caterpillar, Inc. v. Williams*, 482 U.S. 386, 398 (1987); *see also Perry v. Merit Sys. Prot. Bd.*, ___ U.S. ___, 137 S.Ct. 1975, 1984 (2017); *Donzi Marine Corp. v. Roscioli Int’l, Inc.*, 596 So. 2d 146, 147 (Fla. 4th DCA 1992); *In re Motor Ship Pac. Carrier*, 489 F.2d 152, 157 (5th Cir. 1974); *Ernst & Ernst v. United States Dist. Ct., So. Dist. Tex.*, 439 F.2d 1288, 1293 (5th Cir. 1971); *Jett v. Zink*, 362 F.2d 723, 730 (5th Cir. 1966); *Wadkins v. Campbell*, 156 So. 2d 887, 889 (Fla. 2d DCA 1963); *Mexican Cent. Ry. Co. v. Eckman*, 187 U.S. 429, 433-34 (1903).
52. The question of whether federal subject matter jurisdiction exists “depend[s] on the particular claims a suitor makes in a state court-on how [she] casts [her] action.” *Pan Am. Petro. Corp. v. Sup. Ct. of Del. in and for New Castle County*, 366 U.S. 656, 662 (1961); *see also Foster v. Chatman*, ___ U.S. ___, 136 S. Ct. 1737, 1745 (2017) (subject matter jurisdiction determined by claims made).

Defendant's Passenger Contract

53. Plaintiff is not bringing a contractual claim for damages. Plaintiff's sole cause of action for damages is based on negligence. Plaintiff merely references some parts of Defendant's Passenger Contract to explain why she doubts this Court has subject matter jurisdiction over the claims in this lawsuit.
54. Defendant's Passenger Contract acknowledges the claims made in a passenger's "lawsuit[]" determine whether the passenger must sue in federal or state court. (Carnival Passenger Contract ¶ 13(c).)
55. Defendant's passenger contract requires passenger injury cases like this one to be "litigated, if at all, before the United States District Court for the Southern District of Florida in Miami, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Miami-Dade County, Florida" (Carnival Passenger Contract ¶ 13(c).) (emphasis added).
56. Note, the question of subject matter jurisdiction turns on the contents of the passenger's lawsuit, not the nature of the casualty, not some hypothetical claim that could have been brought; it is the actual claims made in the lawsuit that control where suit must be filed.
57. That is the language Defendant chose to put in its Passenger Contract.
58. Thus, Defendant acknowledges the federal courts will not have jurisdiction over every lawsuit between it and a passenger.
59. Defendant's Passenger Contract acknowledges that it is the claims made (i.e., what's in the lawsuit) that determines whether the federal court will have subject matter jurisdiction.
60. That is the language Defendant chose to put in its Passenger Contract.

61. Defendant's Passenger Contract acknowledges a passenger may bring a claim "in personam or in rem." (Carnival Passenger Contract ¶ 13(d).)
62. Defendant's contract does not require Plaintiff to bring one claim to the exclusion of another.
63. Instead, the contract acknowledges that the Plaintiff decides what claims to bring, and that decision determines where Plaintiff must file her lawsuit.
64. The importance of, and legal effect of, those words has been overlooked and misinterpreted for years.
65. Defendant cannot create subject matter jurisdiction for any court through its Passenger Contract. *Winn & Lovett Grocery Co.*, 156 Fla. at 641; *Fitzgerald*, 760 F.2d at 1251; *The Republic*, 62 U.S. at 388.
66. Defendant cannot deny Plaintiff the right to a trial by a court of competent jurisdiction. 46 U.S.C. § 30509(a)(1)(B).
67. That is why Defendant has that alternative lawsuit filing provision in its contract.
68. Respectfully, the significance of that alternative lawsuit filing provision has been overlooked or misunderstood by many courts, and many lawyers, for many years, and much to the delight of the Defendant. The undersigned was among the guilty.
69. The significance of Defendant's acknowledgement that a plaintiff can bring a lawsuit in personam or in rem claim has suffered similar treatment.

Cases Incorrectly Appearing to Address the Issue in this Case

70. *Carnival v. Shute* held a forum selection clause in a ship's passenger ticket was enforceable. 499 U.S. 585, 596-97 (1991). *Shute* is another example of a court using incorrect language because the Supreme Court referred to the language in *Carnival's*

ticket as a “forum-selection clause” when it was a venue-selection clause. *See id.* at 587-88. *Shute* does not require (or more precisely, does not allow) Plaintiff’s negligence claims against Defendant in personam and at law to be filed in this Court.

71. Respectfully, *Leslie v. Carnival Corp.* is a good example of judges and lawyers falling prey to the misuse and misunderstanding of the words and concepts that apply to negligence claims that arise on the water. 22 So. 3d 561, 567 (Fla. 3d DCA 2009). *Leslie* quotes the contractual language allowing for suits to be filed in state court in Miami-Dade County but fails to grasp the importance of that language. *Id.* at 562. *Leslie* states in a conclusory fashion that many injured passengers will be forced to file on the admiralty side of federal court. *Id.* at 564. However, *Leslie* fails to discuss that it is the claim presented that determines whether a court has subject matter jurisdiction. *See id. passim.* *Leslie* contains no discussion of the difference between in rem and in personam claims, or libel claims versus claims brought at law, or how those variables affect subject matter jurisdiction. *See id. passim.* The dissent in the *Leslie* rehearing ruling comes so close to recognizing the distinction made in this document. *Leslie v. Carnival Corp.*, 22 So. 3d 567, 577-78 (Fla. 3d DCA 2009).

72. *Newell v. Carnival Cruise Lines* dismissed a personal injury lawsuit “because the federal court ha[d] admiralty jurisdiction over the case.” 180 So. 3d 178, 179 (Fla. 3d DCA 2015). Respectfully, that was an incorrect statement. Newell sued Carnival at law and in personam in a Florida court. Therefore, Newell’s claim was not a claim in admiralty that fell within the admiralty jurisdiction of the federal courts, and the dismissal and its affirmance were wrong. *Newell* incorrectly states, “Because the ticket contract between the parties mandates that where federal admiralty jurisdiction exists, Newell was required

to bring her action in the United States Federal Court, and the trial court properly dismissed Newell’s state court complaint with prejudice.” *Id.* at 183. Carnival’s passenger contract states it must be sued in federal court when the federal court has subject matter jurisdiction over the lawsuit that is filed. (Carnival Passenger Contract ¶ 13(d).) The Passenger Contract does not state whether a passenger must bring a claim in personam or in rem. It simply states that if the federal court has subject matter jurisdiction over the claims made in the lawsuit then it must be filed in federal court. The distinction explained in this document between claims brought in admiralty versus claims brought at law and in personam was not discussed in *Newell*.

73. Unfortunately, many other cases have conflated or confused the concepts of forum, subject matter jurisdiction, personal jurisdiction, claims presented, and applicable law when discussing negligence claims that arose on the water.

Further Confusion

74. *Sellers v. Carnival Cruise Line* is an example of a court confusing personal jurisdiction and subject matter jurisdiction. 2015 WL 5778758, at *1 (NY County Civ. Ct. Aug. 31, 2015). *Sellers* discusses personal jurisdiction but incorrectly cites a case discussing the inability to waive subject matter jurisdiction. *Id.*
75. In *Fritsche v. Carnival Corp.*, the court confused all three concepts and agreed with Carnival’s misleading argument that the New York court “lacked personal and subject matter jurisdiction based upon the forum selection and one-year time limitation in the contract of carriage” 18 N.Y.S.3d 413, 414 (N.Y. 2d App. Div. 2015). As stated above, venue, forum, personal jurisdiction, and subject matter jurisdiction are independent inquiries.

Moments of Clarity

76. Some courts have written precise opinions acknowledging the discrete concepts of venue, forum, subject matter jurisdiction, and personal jurisdiction. *Dirks v. Carnival Cruise Lines*, 642 F. Supp. 971, 972-74 (D. Kan. 1986) (discussing difference between personal and subject matter jurisdiction).
77. In *Lieberman v. Carnival Cruise Lines*, the court correctly stated, “the applicability of a forum selection ... clause is not a jurisdictional issue.” 2014 WL 3906066, at *7 (D.N.J. Aug. 7, 2014) (ellipses in original).

Plaintiff’s Incident

78. Defendant owned, operated, possessed, and controlled the Carnival *Valor* (the ship).
79. Plaintiff was lawfully aboard the ship for a multi-day cruise in October of 2016 (the cruise).
80. The cruise traveled between at least one domestic port and one foreign port.
81. Defendant knew or should have known the ship had a dangerous defect in one of the inside hallways on deck six.
82. The deck had a section that dipped down and created a tripping hazard.
83. The hazard was hidden from Plaintiff because of the pattern of the carpet and because the carpet extended up a few inches onto each wall in the hallway.
84. The carpet was even extended to accommodate for the dip in the floor and made the dip camouflaged and dangerous.
85. On or about October 22, 2016, Plaintiff tripped and fell on the hidden dip in the deck, broke her right foot, and suffered other damages. This lawsuit is timely because Defendant extended the period for filing this lawsuit.

86. Defendant was actively involved in the design and selection of the deck of the ship.
87. Defendant inspected, accepted, and approved the ship (and her deck where Plaintiff was injured) before she was placed into service and after she was placed into service.
88. Defendant regularly inspected and cleaned the deck where Plaintiff fell.
89. Therefore, Defendant knew or should have known of the dangerous defect on the deck.

This Case Does Not Belong in this Court

90. This document shows this Court lacks subject matter jurisdiction over the claims presented in this lawsuit, i.e., a negligence claim brought at law and in personam between two Florida citizens.
91. Plaintiff asks this Court to help clear the confusion that has built up around maritime claims like the one made in this lawsuit.
92. Plaintiff filed this case in this Court in an abundance of caution as she has filed a lawsuit in the Circuit Court in Miami-Dade County the same day this case was filed. Plaintiff doubts this Court has subject matter jurisdiction over this lawsuit and believes the Florida Circuit Court is the only court that has subject matter jurisdiction over this lawsuit.
93. This Court should dismiss this case sua sponte because it lacks subject matter jurisdiction over the claims in this lawsuit.

Count 1 – Negligence

94. Plaintiff incorporates paragraphs 1-93.
95. Defendant owed Plaintiff a duty to act reasonably under the circumstances with regard to her safety.
96. Defendant breached that duty in these non-exclusive ways:
 - a. Choosing a deck design that had the dangerous defective dip;

- b. Choosing a deck that was not uniformly flat and safe;
 - c. Choosing to camouflage the dangerous defective dip by with the carpeting and how it was applied to the deck;
 - d. Failing to reasonably inspect the deck, discover the defect, and make it safer;
 - e. Failing to warn Plaintiff of the defect or cordon it off;
 - f. Failing to have the right number of crew members, who were properly trained and supervised, looking for and correcting dangers on the deck;
 - g. Failing to provide a reasonably safe deck for Plaintiff to walk on;
 - h. Failing to properly train its employees on deck safety to ensure they understood Defendant's deck safety policy;
 - i. Failing to properly supervise its employees to ensure they followed Defendant's deck safety policy;
 - j. Failing to act reasonably under the circumstances with regard to Plaintiff's safety; and
 - k. Engaging in a negligent mode of operation that allowed the foregoing to occur (collectively "the dangerous conditions").
97. The dangerous conditions created a foreseeable zone of risk to Plaintiff.
98. Defendant knew about the dangerous conditions, or they existed long enough that Defendant should have discovered them in exercising due care, or they occurred with such frequency that Defendant was on notice of them.
99. Defendant created the dangerous conditions.
100. Defendant's negligence directly and proximately caused Plaintiff to trip and fall on the defect in the deck of the ship and suffer permanent bodily injury, pain, disability, loss of

capacity for the enjoyment of life, mental suffering, medical expenses, aggravation of pre-existing condition, loss of the ability to earn money, loss of the pleasure of the complete cruise and all other damages allowed.

Wherefore, Plaintiff asks for:

- a. Dismissal of this case for lack of subject matter jurisdiction; or
- b. Judgment for damages in an amount proven at trial;
- c. Cost of suit;
- d. Jury trial; and
- e. Prejudgment interest where applicable.

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