

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 06-19040 CA 21

GEORGE and DEBRA ACUNA, *et al.*,
on behalf of themselves and
others similarly situated,

Plaintiffs,

vs.

CELEBRITY CRUISES INC.,

Defendant.

DEFENDANT'S ANSWER TO COMPLAINT

Defendant Celebrity Cruises Inc. ("Celebrity"), in paragraphs corresponding to the paragraphs of the Complaint, answers the allegations as follows:

General Allegations

1. Celebrity admits this purports to be an action for damages in excess of \$15,000, exclusive of interest and costs, but otherwise denies the allegations contained in this paragraph.
2. Celebrity denies that each Plaintiff has standing, and lacks knowledge or information sufficient to admit or deny the remaining allegations contained in this paragraph.
3. Celebrity admits it is a foreign corporation having its headquarters in Miami, Florida, but otherwise denies the allegations contained in this paragraph.
4. Celebrity admits venue is appropriate in Miami, Florida, but otherwise denies the allegations contained in this paragraph.
5. Denied.

Class Representation Allegations

6. Denied.
7. Denied.
8. Denied.

Count I

9. Celebrity adopts the responses set forth in paragraphs 1 through 8.
10. Celebrity admits this purports to be an action for fraudulent concealment, but otherwise denies the allegations contained in this paragraph.
11. Celebrity refers the Court to Exhibit A for its content.
12. Celebrity admits it disseminates "advertisements and promotional materials," and that some of those materials may contain the terms quoted in this paragraph, but otherwise denies the allegations contained in this paragraph.
13. Celebrity admits the propulsion system had previously been repaired, but otherwise denies the allegations contained in this paragraph.
14. Denied, and Celebrity refers the Court to its complaint in the *Rolls Royce* action for its content.
15. Denied.
16. Celebrity lacks knowledge or information sufficient to admit or deny the allegations contained in this paragraph.
17. Denied, and Celebrity refers the Court to its complaint in the *Rolls Royce* action for its content.
18. Celebrity lacks knowledge or information sufficient to admit or deny the allegations contained in this paragraph.

19. Celebrity lacks knowledge or information sufficient to admit or deny the allegations contained in this paragraph.

20. Celebrity admits the propulsion system experienced problems after leaving, but otherwise denies the allegations in this paragraph.

21. Celebrity admits that experts from Lloyd's Register and Rolls Royce certified on May 9, 2006 that the vessel could sail, but lacks knowledge or information sufficient to admit or deny the allegations contained in this paragraph.

22. Admitted.

23. Denied, except Celebrity admits there was a meeting with the Captain and refers the Court to a recording of that meeting for its content. Celebrity also refers the Court to Exhibit B for its content.

24. Celebrity currently lacks information sufficient to admit or deny the allegations contained in this paragraph.

25. Celebrity currently lacks information sufficient to admit or deny the allegations contained in this paragraph.

26. Celebrity currently lacks information sufficient to admit or deny the allegations contained in this paragraph.

27. Celebrity currently lacks information sufficient to admit or deny the allegations contained in this paragraph.

28. Celebrity currently lacks information sufficient to admit or deny the allegations contained in this paragraph.

29. Celebrity currently lacks information sufficient to admit or deny the allegations contained in this paragraph.

30. Denied.

31. Denied.

32. Denied.

WHEREFORE, Celebrity demands that judgment be entered in its favor, and that it be awarded its attorneys' fees and costs, and all additional relief deemed appropriate.

Count II

33. Celebrity adopts the allegations set forth in paragraphs 1 through 8 and 11 through 31.

34. Celebrity admits this purports to be an action for negligent concealment, but otherwise denies the allegations contained in this paragraph.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

39. Denied.

WHEREFORE, Celebrity demands that judgment be entered in its favor, and that it be awarded its attorneys' fees and costs, and all additional relief deemed appropriate.

AFFIRMATIVE DEFENSES

1. Plaintiffs have failed to state causes of action upon which relief can be granted.
2. Plaintiffs, to the extent they did not purchase their cruises, lack standing to assert the causes of action pleaded in the Complaint.

3. The claims of Plaintiffs who consulted or used travel agents in connection with booking their cruises are barred because the travel agents, who acted as such Plaintiffs' agents, had actual or constructive knowledge of the facts that were allegedly concealed by Celebrity.

4. Plaintiffs' claims are barred by their cruise ticket contracts.

5. Plaintiffs' claims are barred by the cruise brochures relating to Plaintiffs' cruise.

6. Plaintiffs' claims are barred because, by purchasing a cruise and agreeing to be bound by the terms and conditions applicable to the cruise, Plaintiffs consented to deviations and alterations of the itinerary due to mechanical problems without liability to Celebrity.

7. Plaintiffs' claims are barred because the injuries they complain of were caused by factors outside Celebrity's control.

8. Plaintiffs' claims are barred by accord and satisfaction in that Celebrity tendered, and Plaintiffs received and accepted, on board credits and future cruise certificates providing 30% off a future cruise.

9. Plaintiffs voluntarily and intentionally waived their claims against Celebrity by receiving and accepting on board credits and future cruise certificates providing 30% off a future cruise.

10. Plaintiffs released their claims against Celebrity by receiving and accepting on board credits and future cruise certificates providing 30% off a future cruise.

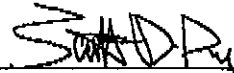
11. Plaintiffs, by receiving and accepting on board credits and future cruise certificates providing 30% off a future cruise, with Celebrity detrimentally relying upon Plaintiffs' acceptance of the certificates, are estopped from asserting their claims against Celebrity.

12. Plaintiffs' claim for punitive damages fails because they have not satisfied the conditions precedent established by §768.72, Florida Statutes.

13. Plaintiffs have been improperly joined in this action.

Respectfully submitted,

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By: 
Sanford L. Bohrer (FBN 160643)
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S. Mail and facsimile on this 7th day of March 2007 on Michael T. Moore, Stephen J. Powell, Scott A. Wagner, Moore & Company, P.A., 355 Alhambra Circle, Suite 1100, Coral Gables, Florida 33134.

By: 