

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

**CASE NO.:**

GEORGE AND DEBRA ACUNA, LISA ATKINSON,  
DES AND DOROTHY BEIL, DONALD AND BETTY  
BLUBAUGH, RICHARD AND LINDA BOYNTON,  
LINDSAY BROOCKMAN, SUSAN BROOCKMAN,  
JUDY BRUNER, MARGARET A. CAMPBELL,  
PAMELA CASSENS, SANDRA CATALDO, LENA  
CHAN, CHOI HA MONICA CHEUNG, KWOK WAI  
CHU, STAN AND PAULINE DELANEY, CHARLOTTE  
FEUER, ARNOLD AND KAREN FREEDMAN,  
CLAYTON AND JACQUELYN GILLESPIE, RON  
AND JOAN GLASSMAN, IRA AND EILEEN  
GOODKOFISKY, JACQUELINE GRANSMORE, GENE  
AND VICTORIA GREENE, GREGORY AND ADRIENNE  
GRIGORIAN, LOUIS HAHN, ROSE HALL, ARTHUR AND  
DOROTHY HAUER, REGGIE AND SHERRY HINSON,  
JUDITH JOBITY, HAL KEENER,  
ELEANOR KELLOGG, ARNOLD AND **CLASS REPRESENTATION**  
MARLENE KOREY, WILLIAM AND JUNE  
LAHRMAN, RICHARD AND PAM LAPHORNE,  
ROBERT AND CATHERINE LEBER, KA TONG LEE,  
YUK LAN LEE, ROSEMARY LINDSAY, RALPH AND  
ANITA LISSON, JOHN AND DIANA LORNE,  
SHIRLEY MAGIANI, JACK MARKS, JOHN AND SUZANNE  
MILHAM, EDWARD AND JOAN NELSON, TERESA  
NICHOLS, ARMANDO AND ANGELA PALENZUELA,  
KAY PATON, CLIVE AND CHRISTINE RABINOWITZ,  
RONALD AND JANET RIES, GEOFF ROBERTSON,  
JARED ROBERTSON, SHIRLEY ROGER, JAMES AND  
LYNN RUBINSTEIN, ED SARKISIAN, RONALD AND  
LYNETTE SAUDER, JOEL SCHEIR, BEN AND JILL  
SPIELMAN, WALTER AND MONIQUE STANCKIEWITZ,  
WAYNE CORRIE STEWART, DOUGLAS AND THEDA  
WAGNER, LEON AND JOAN WASIEWICZ, BRIAN A.  
WILSON AND ROSE M. WUYTS-WILSON, KIN MAN WONG,  
YING HON WONG, JOHN AND DEBRA WOOSTER,  
CHEUK SING YUEN, on behalf of themselves and others similarly situated,

Plaintiffs,

v.

CELEBRITY CRUISES, INC.,  
a foreign corporation,

Defendant.

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**COMPLAINT**

Plaintiffs, George and Debra Acuna, Lisa Atkinson, Des and Dorothy Beil, Donald and Betty Blubaugh, Richard and Linda Boynton, Lindsay Broockman, Susan Broockman, Judy Bruner, Margaret A. Campbell, Pamela Cassens, Sandra Cataldo, Lena Chan, Choi Ha Monica Cheung, Kwok Wai Chu, Stan and Pauline Delaney, Charlotte Feuer, Arnold and Karen Freedman, Clayton and Jacquelyn Gillespie, Ron and Joan Glassman, Ira and Eileen Goodkofsky, Jacqueline Gransmore, Gene and Victoria Greene, Gregory and Adrienne Grigorian, Louis Hahn, Rose Hall, Arthur and Dorothy Hauer, Reggie and Sherry Hinson, Judith Jobity, Hal Keener, Eleanor Kellogg, Arnold and Marlene Korey, William and June Lahrman, Richard and Pam Laphorne, Robert and Catherine Leber, Ka Tong Lee, Yuk Lan Lee, Rosemary Lindsay, Ralph and Anita Lisson, John and Diana Lorne, Shirley Magiani, Jack Marks, John And Suzanne Milham, Edward and Joan Nelson, Teresa Nichols, Armando and Angela Palenzuela, Kay Paton, Clive and Christine Rabinowitz, Ronald and Janet Ries, Geoff Robertson, Jared Robertson, Shirley Roger, James and Lynn Rubinstein, Ed Sarkisian, Ronald and Lynette Sauder, Joel Scheir, Ben and Jill Spielman, Walter and Monique Stanckiewicz, Wayne Corrie Stewart, Douglas and Theda Wagner, Leon and Joan Wasiewicz, Brian A. Wilson and Rose M. Wuyts-Wilson, Kin Man Wong, Ying Hon Wong, John and Debra Wooster, and Cheuk Sing Yuen, on behalf of themselves and others similarly situated,

sue the Defendant, CELEBRITY CRUISES, INC., and for their complaint state as follows:

### **GENERAL ALLEGATIONS**

1. This is a cause of action for damages in excess of \$15,000.00, exclusive of interest and costs.

2. The above-named Plaintiffs have standing to maintain this action for damages as purchasers of a thirteen-night “West Coast and Alaska” cruise (the “Cruise”) aboard Defendant’s vessel *SUMMIT* with a sailing date of May 7, 2006. Some of the Plaintiffs, including Arnold and Karen Freedman and Armando and Angela Palenzuela, are citizens of Florida.

3. Defendant, CELEBRITY CRUISES, INC. (“Celebrity”), is a foreign corporation authorized to do business in the State of Florida and having its principal place of business in Miami-Dade County, Florida.

4. Venue is proper in this Court, as the events giving rise to this action were planned, authorized, orchestrated and condoned by Defendant and either occurred or substantially occurred in Miami-Dade County, Florida.

5. All conditions precedent to the filing of this action have occurred, have been performed or have been waived.

### **CLASS REPRESENTATION ALLEGATIONS**

6. This action is maintainable on behalf of a class under Rule 1.220(b)(3), Florida Rules of Civil Procedure. The questions of law and fact common to the members of the proposed class predominate over any questions affecting only individual members. Moreover, the members of the proposed class live across the United States and in foreign

countries on six continents. Also, the individual claims for actual damages are relatively small. As such, a class action is superior to all other available methods for the fair and efficient adjudication of this controversy.

7. The guest capacity of *SUMMIT* is approximately 2000. On information and belief, the May 7, 2006 cruise was substantially booked. An unknown number of passengers purchased the Cruise in England, Wales and Scotland. These passengers have retained separate counsel to pursue their claims in the U.K. Accordingly, the potential size of the proposed class is approximately 2000 persons, less the passengers who purchased the Cruise in England, Wales and Scotland.

8. All of the events comprising the torts alleged herein are the same or substantially common among the members of the proposed class with purchase price being a relevant but uncontested variable. Other compensatory damages may vary as between the members of the proposed class. The named plaintiffs are a diverse group and comprise a cross section of the passengers on the Cruise. As such, any or all of them can fairly and adequately protect and represent the interests of each member of the proposed class.

#### **COUNT I**

9. Plaintiffs reallege and incorporate by reference paragraphs 1 through 8, as if set forth fully herein.

10. This is an action for damages for fraudulent concealment.

11. Celebrity offered the Cruise to depart Los Angeles, California on May 7, 2006 and terminate in Vancouver, British Columbia on May 20, 2006. A copy of the original "Travel Itinerary" for the Cruise is attached hereto as Exhibit "A."

12. In its advertisements and promotional materials related to the Cruise and the Travel Itinerary, Celebrity described the *SUMMIT* in glowing terms, lauding it as the “absolute pinnacle of premium cruising” and “elegant in ambience” and touting *SUMMIT* as one of Celebrity’s “Millennium-class ships ... characterized by strict attention to detail at every level.” No mention was made of any concerns that prospective passengers or anyone else should have had about the vessel or its ability to perform as a “premium” cruise ship.

13. Unknown to Plaintiffs, but well known to Celebrity, was the fact that the vessel *SUMMIT* had a lengthy history of problems with its propulsion system. The ship’s propulsion system, known as a “Mermaid pod propulsion system” or “Mermaid”, had experienced repeated breakdowns prior to May 2006 causing the cancellation or interruption of numerous cruises. Upon information and belief, Plaintiffs allege that *SUMMIT*, which was delivered to Summit, Inc. (the vessel’s owner) on August 31, 2001, was dry docked for emergency or unscheduled repairs to its faulty propulsion system in March 2002 (only six months after being placed in service), September 2004, and June 2005.

14. The problems with *SUMMIT*’s propulsion system and resulting cancellations and interruptions were known to Celebrity when it offered the Cruise for sale to the Plaintiffs and Celebrity fraudulently concealed such issues to the Plaintiffs in writing or otherwise. Moreover, Defendant was well aware at the time of the same or similar problems with the Mermaids on each and every one of *SUMMIT*’s sister “Millennium-Class” ships operated by Celebrity including the *MILLENNIUM*, the *INFINITY*, and the *CONSTELLATION*, as partly evidenced by Defendant’s pending

lawsuit against Rolls Royce, the designer and/or manufacturer of the Mermaids, for damages for breach of warranties, negligent misrepresentation and fraud. Indeed, in Defendant's own words, it was "crystal clear" as of August 7, 2003 (the date the lawsuit was filed) that the Mermaids "simply do not function as they should, and ... are susceptible to multiple failures." *Royal Caribbean Cruises Ltd, et al. v. Rolls Royce, PLC, et al., Case No. 03-18350 (Circuit Court, 11<sup>th</sup> Judicial Circuit, Miami-Dade County, Florida) (Complaint at 7).*

15. The fact that *SUMMIT* had a lengthy history of problems with its propulsion system which had caused, among other things, cruise cancellations and/or interruptions of numerous other cruise itineraries was within Celebrity's exclusive and/or superior knowledge.

16. The reliability and overall seaworthiness of *SUMMIT* was material to the Plaintiffs' decision to purchase the Cruise.

17. Celebrity, through its experience in the industry, knew that if the propulsion problems and history of disrupted cruises were disclosed persons would not elect to book a cruise on *SUMMIT*. Celebrity's awareness of this business and marketing reality is demonstrated, again in the lawsuit against Rolls Royce, wherein Defendant unequivocally asserts that "[a] cruise ship's performance is inextricably tied to the quality of its propulsion system." *Id., Complaint at 10.* Thus, Defendant's intent, by and through suppressing its long held information and knowledge about the problems with *SUMMIT*'s Mermaid, was to mislead and induce the Plaintiffs and the members of the proposed class to purchase a cruise on *SUMMIT* as if the vessel was sound and operationally reliable.

18. Plaintiffs were unaware of the suppressed information and such information was not obvious or readily available to Plaintiffs.

19. Plaintiffs relied on the representations in the published itinerary and other promotional material in deciding to purchase the Cruise.

20. *SUMMIT*'s propulsion system experienced problems shortly after the vessel departed Los Angeles on May 7, evidenced by rumbling noises and vibrations felt throughout the ship. Due to the problem, the vessel sped to San Francisco where it arrived at approximately 11:30 p.m. on May 8. Thus, the vessel did not spend the second night at sea as scheduled. Passengers were told that the reason for the change in schedule was "routine maintenance" that would not affect the remainder of the cruise.

21. On May 9, the Captain informed the passengers that "experts" from "Lloyd's" and inspectors from Rolls Royce had certified the vessel to sail. No mention was made of any problem with the vessel that would have any impact on the remainder of the Cruise. Thereafter, *SUMMIT* departed San Francisco more than two hours behind schedule. At dinner that evening, some passengers observed that the rumbling noises and vibrations had not subsided.

22. Shortly before noon the next day (May 10), the Captain announced over the ship's public address system that there was a problem with the vessel's "starboard pod" and, as a result, speed would have to be reduced by more than twenty percent (20%) for the remainder of the voyage. The Captain also advised that, due to the reduction in speed, two of the scheduled ports of call (Seattle and Sitka, Alaska) would be skipped and that time scheduled to be spent in other ports would be reduced.

23. Later that day, a large number of passengers converged at the customer service desk in *SUMMIT*'s main atrium to protest the predicament caused by the dysfunctional Mermaid and the situation in which they now found themselves; essentially, trapped on a cruise that they had neither anticipated nor purchased. After initially being told to leave by the ship's hotel manager, the Captain finally agreed to meet with the passengers in the main theater. At least 800 passengers attended and questioned the Captain for several hours. Although no satisfactory accommodation was offered, the Captain ultimately agreed to arrange for two "senior executives" from Celebrity to fly to the next port (Ketchikan, Alaska - three days hence) to meet with "any unhappy passengers." At the conclusion of the meeting, the Captain also joined in a virtually unanimous vote of those attending that the passengers should get a full refund, stating: "I will be with you, too ... this is on tape, me raising my hand is on tape so the corporate officers will see that." What was withheld from the passengers at the time was a press release issued by Celebrity's office in Miami that same day (May 10) informing the rest of the world that *SUMMIT* would be entering dry dock at the end of its current cruise to "replace the starboard thrust bearing in the ship's propulsion system," necessitating the cancellation of its seven-night Vancouver, British Columbia - Seward, Alaska cruise that was scheduled to begin on May 20, the same day that Plaintiffs' cruise was to terminate in Vancouver. A copy of Defendant's press release is attached hereto as Exhibit "B."

24. After skipping Seattle on the way, *SUMMIT* arrived in Ketchikan on May 13, where two hours of port time were cut from the original schedule. Two young Celebrity employees, not "senior executives" came on board to meet with the passengers.

Those passengers who met with Defendant's employees, many of whom had to wait on line for hours to do so, were told by the Celebrity representatives that they had no authority to respond to their concerns and were just there to "take notes."

25. *SUMMIT* arrived in Juneau on May 14, where an hour of port time was cut from the original schedule.

26. *SUMMIT* arrived in Skagway on May 15, where another hour of port time was cut from the original schedule.

27. The original cruise itinerary called for a four-hour stop at the Hubbard Glacier on May 16. *SUMMIT* was brought to a stop approximately six miles from the glacier in ideal weather. Passengers observed another Celebrity ship leaving the close proximity of the glacier and a Holland America vessel sitting just off the face of the glacier. Thereafter, without getting any closer to the glacier, *SUMMIT* turned around and sailed away. The Captain's explanation was that "another ship was there first, so we cannot go on." As a result, the high point of Plaintiffs' thirteen-night cruise was, effectively, deleted from the itinerary. Plaintiffs allege that the true reason for bypassing the glacier was due to the problems with the propulsion system and not the explanation given by the Captain.

28. On May 17, *SUMMIT* skipped Sitka and remained at sea en route to Victoria via the Inside Passage. Along the way, *SUMMIT* sat at anchor for at least nine hours on May 18 awaiting a pilot (which the Captain/crew had apparently failed to request in advance) to guide the ship through the passage. Subsequently, the vessel made an abbreviated trip through the passage – mostly, in darkness. It arrived at Victoria, British Columbia on May 19.

29. Mercifully, *SUMMIT* finally arrived in Vancouver on May 20; true to form, however, the vessel arrived in the middle of the night instead of in the morning as scheduled. Over the course of the Cruise, upwards of one thousand passengers signed statements expressing their unhappiness and overall dissatisfaction with the Cruise and the manner in which their concerns arising from the vessel's mechanical problems had been handled.

30. The above-stated delays, schedule changes, frustrations and disappointments were a direct result of the problems with the vessel's propulsion system. Consequently, Plaintiffs did not receive the value of the cruise as advertised and sold. Instead, what they received in return for their good faith purchase was a curtailed, sub-standard cruise that lurched forward on a day-to-day scheduling basis in an unpredictable, unsettling and completely unsatisfactory manner. Had the Plaintiffs known of the distinct possibility that the cruise itinerary and feature highlight would be curtailed so substantially by a known mechanical defect in the vessel, they would not have elected to cruise aboard *SUMMIT*. Moreover, had the Plaintiffs been informed of the true nature and extent of the problems with the vessel prior to leaving San Francisco, many if not all of them would have left the Cruise at that point.

31. In addition to the cruise fare, Plaintiffs incurred travel costs to and from the ports of Los Angeles and Vancouver and their homes and suffered other damages as a direct result of Defendant's failure to disclose known problems with the vessel's propulsion system and the fraudulent manner in which Defendant advertised, marketed and sold its defective and inferior product or service to the Plaintiffs.

32. Defendant's deliberate and premeditated failure to disclose the problems with *SUMMIT*'s propulsion system displayed a willful and wanton disregard for the rights, interests and well-being of the Plaintiffs and members of the proposed class solely for the pecuniary benefit of Defendant.

WHEREFORE, Plaintiffs pray that class certification be granted and that judgment be entered in their favor and against the Defendant on the claims asserted for the purchase price of the Cruise, other compensatory damages, punitive damages, and such further relief as the Court may deem appropriate under the circumstances, including an award of costs.

## **COUNT II**

33. Plaintiffs reallege and incorporate by reference paragraphs 1 through 8 and 11 through 31, as if set forth fully herein.

34. This is an action for damages for negligent concealment.

35. Defendant had a duty to disclose the true mechanical condition of the ship to each prospective purchaser prior to accepting payment for the Cruise.

36. Defendant had a duty to fully and completely disclose the conditions of the ship, mechanical or otherwise, to each prospective purchaser once it undertook to do so in its advertising and marketing materials.

37. Defendant breached these duties when it failed to disclose and concealed the lengthy history of problems with *SUMMIT*'s propulsion system.

38. The problems with *SUMMIT*'s propulsion system and resulting cancellations and interruptions were known to Celebrity when it advertised the Cruise for

sale to the Plaintiffs and Celebrity negligently concealed such issues from the Plaintiffs in writing or otherwise.

39. As a direct and proximate result of Celebrity's negligent concealment of information that it had a duty to disclose in its advertising and promotional materials, Plaintiffs suffered damages.

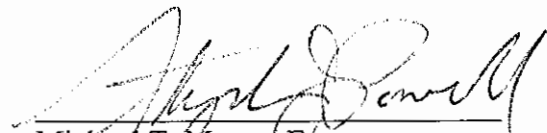
WHEREFORE, Plaintiffs pray that class certification be granted and that judgment be entered in their favor and against the Defendant on the claims asserted for the purchase price of the Cruise, other compensatory damages, and such further relief as the Court may deem appropriate under the circumstances, including an award of costs.

#### **DEMAND FOR JURY TRIAL**

Plaintiffs hereby request a trial by jury on all issues so triable.

Dated: September 19, 2006

Respectfully submitted,



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## Travel Itinerary


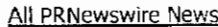
		Arrive	Depart
CRUISE ITINERARY:			
MAY 7	LOS ANGELES, CALIFORNIA		05:00p
MAY 8	AT SEA		
MAY 9	SAN FRANCISCO, CALIFORNIA	08:00a	06:00p
MAY 10	AT SEA		
MAY 11	SEATTLE, WASHINGTON	10:00a	06:00p
MAY 12	AT SEA		
MAY 13	KETCHIKAN, ALASKA	07:00a	04:00p
MAY 14	JUNEAU, ALASKA	07:00a	10:00p
MAY 15	SKAGWAY, ALASKA	07:00a	08:00p
MAY 16	HUBBARD GLACIER (CRUISING)	09:00a	01:00p
MAY 17	SITKA, ALASKA	07:00a	03:00p
MAY 18	INSIDE PASSAGE (CRUISING)		
MAY 19	VICTORIA, BRITISH COLUMBIA	08:00a	05:00p
MAY 20	VANCOUVER, BRITISH COLUMBIA	07:00a	

*Cruise itinerary may change as conditions warrant.*

3

May 10, 2006 2:20:00 PM ET

## Celebrity Cruises Cancels One Alaska Sailing

MIAMI, May 10 /PRNewswire-FirstCall/ -- Celebrity Cruises is canceling one sailing on Summit to replace the starboard thrust bearing in the ship's propulsion system. The ship must enter drydock to replace the bearing, which will result in the cancellation of its May 20 sailing. The ship is expected to return to its scheduled sailings on May 27.  PRNewswire 

The cancelled sailing is a seven-night Alaska cruise from Vancouver to Seward. Summit is currently sailing a 13-night West Coast / Alaska cruise that will end in Vancouver, as scheduled on May 20.

Guests booked on the cancelled sailing will receive a full refund and a free Celebrity cruise from North America of up to seven nights, departing on or before September 30, 2007, excluding holiday and Celebrity Xpedition sailings. Travel agents will receive full commissions for the cancelled sailing, plus a \$50 rebooking fee per stateroom when their clients reschedule their cruise.

"I sincerely apologize to our guests who are affected by this cancelled cruise," said Dan Hanrahan, president of Celebrity Cruises. "Although Summit continues to operate safely, this is a matter that must be addressed now. Our business is to provide the best vacations possible and I regret the disruption this will cause our guests. We will do everything we can to assist them onboard other sailings."

Celebrity has established a special help desk to assist guests and travel agents with rebooking, air transportation, land tours and other issues. That toll-free number is 1-888-281-9343.

The cancelled cruise is expected to have a negative impact on the earnings of Royal Caribbean Cruises Ltd. of approximately \$.04 per share.

Royal Caribbean Cruises Ltd. is a global cruise vacation company that operates Royal Caribbean International and Celebrity Cruises, with a combined total of 29 ships in service and five under construction. The company also offers unique land-tour vacations in Alaska, Canada and Europe through its cruise-tour division. Additional information can be found on <http://www.royalcaribbean.com> , <http://www.celebrity.com> or <http://www.rclinvestor.com> .

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