

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

**BINDING RULE 39(c) JURY TRIAL REQUESTED**

SUSANNE DOE,

Plaintiff,

v.

CASE NO. \_\_\_\_\_

ROYAL CARIBBEAN  
CRUISES, LTD, a Liberian  
Corporation,

Defendant.

\_\_\_\_\_ /

**COMPLAINT**

The Plaintiff, SUSANNE DOE [hereafter “DOE” or “Plaintiff”], by and through her undersigned counsel, sues the Defendant ROYAL CARIBBEAN CRUISES, LTD. [hereinafter “RCCL”], and alleges:

**GENERAL ALLEGATIONS**

1. This is an action for damages in excess of the sum of Seventy-Five Thousand Dollars (\$75,000.00) and jurisdiction of this claim is further founded upon the court’s maritime jurisdiction pursuant to 28 U.S.C.A §1333(1).

2. Plaintiff is a citizen of Austria who resides and is domiciled in the state of Florida. The plaintiff’s last name, which is well known to the defendant, has

been altered to “DOE” to preserve her privacy, given the personal nature of the injuries alleged herein.

3. Defendant RCCL is a Liberian cruise line common carrier which has its principal place of business in Miami-Dade County, Florida.

4. Defendant RCCL, at all relevant times, owns and operates the cruise ship *M/S Oasis of the Seas*.

5. Defendant RCCL, at all relevant times, and for at least a decade prior to the incident complained of in this lawsuit, knew that there was a serious risk of crime and injury to its passengers aboard its vessels, because defendant had experienced and had actual knowledge of such crimes and injuries, perpetrated aboard its vessels both by crew and by other passengers. These crimes and injuries, upon information and belief, included but were not limited to, assaults and batteries, sexual crimes, breaking and entering into passenger cabins, and thefts of property from cabins.

6. Defendant RCCL, at all relevant times, chooses to sell alcohol to passengers aboard its vessels. Upon information and belief, such beverage sales are among the top sources of onboard revenue, which determine the profitability of each voyage. Upon further information and belief, defendant RCCL derives hundreds of millions of dollars in annual revenue from this source alone.

7. Defendant RCCL knew, or should have known, that the high risk to its passengers of crime and injury aboard the vessels was enhanced by defendant's sale of copious quantities of alcohol on those vessels.

8. Defendant RCCL also knew, or should have known, from previous experience, that the risk of crime and injury against passengers aboard its vessels tended to be greatest in passenger cabins and in bars and public bathrooms aboard the vessels.

9. Defendant RCCL, at all relevant times, and upon information and belief, knew or should have known, for at least a decade prior to the incident complained of in this lawsuit, that intruders and other personnel aboard its vessels were frequently gaining unauthorized entry to passenger cabins due to inadequate and/or defective doors, their associated hardware, and other physical security measures.

10. Defendant RCCL, at all relevant times, advertises and markets its cruises and vessels in a way calculated by RCCL to induce prospective cruisers to sail with defendant. In doing so, defendant RCCL deliberately emphasizes the positives of its cruises and vessels, almost to the exclusion of any negatives, such as the risk of crime and injury aboard the vessels, which was well-known to defendant at all relevant times. As a consequence, prospective passengers do not receive sufficient information from defendant to make a fully informed decision to book a cruise

with the defendant, and/or to fully comprehend the need to take precautions for their own safety while aboard defendant's vessels.

11. In early September, 2010, the plaintiff, who was a 42 year old happily married real estate agent, was asked by a married female friend to accompany her on a cruise. Their husbands were agreeable. The women booked a cruise with RCCL on the *M/S Oasis of the Seas*, and occupied the same cabin.

12. On or about September 21, 2010, and at all other relevant times, the Plaintiff was a fare-paying passenger aboard the subject vessel, which was making way on navigable waters.

13. Sometime after midnight on that date, the two women encountered two married men from Arizona in one of the lounges aboard the ship.

14. The two women socialized with the two men, together and separately, in the public areas of the ship, for approximately 3 hours. Both the plaintiff and her travelling companion made it clear to both men that they were interested only in dancing, having some drinks, and talking.

15. At approximately 5:00 AM, the group decided to go drink the complimentary champagne provided by defendant in the men's cabin. After drinking this champagne and talking for a couple of hours, one of the men [hereinafter "the perpetrator"] and plaintiff's roommate decided to go up to one of the ship's hot tubs.

16. Between 7:07 and 7:09 AM, surveillance video captured the perpetrator and plaintiff's roommate entering and then leaving plaintiff's cabin to retrieve a swimsuit and towels.

17. The plaintiff, who had remained behind in the men's cabin, and who was very intoxicated by this time, elected to go back to her cabin to sleep.

18. At 7:16 AM, surveillance video captured the plaintiff entering her cabin alone. She immediately disrobed, got into bed, and fell sound asleep.

19. Between 7:22 and 7:31 AM, surveillance video shows the perpetrator in the hot tub with plaintiff's roommate. During this interlude, the perpetrator made physical, sexual overtures to plaintiff's roommate, which she forcefully and vocally rebuffed. The perpetrator then got out of the hot-tub and left.

20. At 7:34 AM, surveillance video captured the perpetrator casually meandering down a hallway, stopping near the entrances of various cabins, until he reached the plaintiff's cabin, which he entered quickly at 7:36 AM, apparently without using a keycard. Upon information and belief, the perpetrator gained entry to the plaintiff's cabin because the self-closing door to plaintiff's cabin had failed to shut securely behind her the last time she entered.

21. At approximately 7:36 AM, the plaintiff, who had been sleeping in her cabin, suddenly awoke when she perceived a male person on top of her in her bed, in the process of beginning to sexually assault and batter her. She recognized him

as one of the two males from Arizona she and her female roommate had been socializing with. The perpetrator refused her entreaties to stop sexually assaulting her; and she was otherwise unable to physically defend herself, due to intoxication.

22. At 8:00 AM, the perpetrator was captured by video surveillance abruptly leaving the plaintiff's cabin and walking away.

23. As a direct and proximate result of this incident, the plaintiff suffered physical pain and mental anguish, aggravated pre-existing conditions, suffered loss of enjoyment of life, incurred medical expenses in the treatment of the injuries, and suffered physical handicap and disability and her working ability was impaired. The injuries are either permanent and/or are continuing in nature and the Plaintiff will suffer the losses and impairment in the future.

24. The plaintiff reported the incident to defendant's management aboard the ship; and she provided the defendant with written notice of her claim within six (6) months of the incident; and she has otherwise satisfied all conditions precedent to the maintenance of this lawsuit.

### **COUNT I - NEGLIGENCE**

25. The plaintiff realleges and incorporates paragraphs 1-23 of this complaint as is expressly set forth herein.

26. Defendant RCCL, at all relevant times, owed the Plaintiff, as a fare-paying passenger, a duty to exercise reasonable care under the circumstances for her safety.

27. The defendant, at all material times, undertook to market, to advertise, and to otherwise provide information to guests to induce them to book its cruises. The defendant also undertook to disseminate information to guests once they were aboard the vessels, *e.g.*, a “Guest Conduct Policy”; and, in doing so, defendant acquired a duty to exercise reasonable care in those undertakings, including a duty not to misrepresent or understate the safety characteristics of the cruises and vessel, and to warn of dangers known to the defendant in places aboard the vessel where the passenger is invited to, or may reasonably be expected to visit.

28. The defendant, by undertaking to provide alcohol aboard its vessels, and to the plaintiff (and to the perpetrator), acquired a special duty to exercise reasonable care to not over-serve alcohol to guests, and to monitor intoxicated guests, and to intervene if it became apparent that such guests had become a danger to themselves or others.

29. The defendant, by undertaking to install video surveillance cameras aboard the subject vessel, acquired a duty to exercise reasonable care in that undertaking, including but not limited to assigning sufficient personnel to monitor

the cameras in real-time, with specific guidance as to how to interpret and act upon the visual imagery.

30. The defendant, by undertaking to provide and install adjustable, self-closing cabin doors, which are required to shut securely for fire purposes by the Safety of Life At Sea (SOLAS) treaty, acquired a duty to exercise reasonable care in these undertakings.

31. The defendant also had a duty, at all relevant times, to comply with 46 U.S.C. §3507.

32. Defendant RCCL, at all relevant times, breached its duties, above, by:

- A. By failing to adequately and completely document and report all occurrences of crimes against persons and property aboard its vessels; and,
- B. By failing to prosecute, or to deliver up for prosecution, known perpetrators of crimes and violence against persons aboard its vessels; and,
- C. By failing to warn prospective and current passengers of the true risk of crime aboard defendant's vessels in general, and in the passenger spaces in particular; and/or by failing, in its advertising, marketing and other corporate communications with prospective and actual passengers, to



- direct them to external sources of data and information about the crime rate and risk aboard defendant's vessels; and,
- D. By failing to warn or advise that guests, especially at night and/or after consuming alcohol, should take extra precautions for their own safety aboard defendant's vessels, such as travelling in pairs or groups in the public areas and being especially careful to ensure that cabin doors be completely shut at all times; and,
  - E. By failing to maintain the doors to cabins, and their associated hardware, aboard its vessels; and,
  - F. By failing to equip the cabins doors with door-latches to allow the door to be opened slightly from the inside without permitting free entry by an intruder; and,
  - G. By over-serving alcohol to the plaintiff and the perpetrator; and by failing to adequately monitor them after doing so; and,
  - H. By advertising and marketing its cruises and vessels in such a way as to convey to prospective customers that the environment they could expect aboard defendant's vessels was such that the passengers were free to exercise little or no vigilance for their own safety aboard the vessels; and,
  - I. By misrepresenting its cruises and vessels to the plaintiff as safe and worry-free, including for families, or words to that effect, thereby

- influencing plaintiff's decision to book the cruise and/or to exercise a lower level of vigilance aboard the ship than if defendant had conveyed complete information about risks of being a victim of crime aboard ship; and,
- J. By failing to use forceful language in its communications with prospective guests and/or with passengers aboard its vessels, to convey that miscreants would be prosecuted for sexual misconduct perpetrated against passengers aboard the vessels; and,
- K. By failing to assign sufficient and/or trained staff to adequately monitor the video cameras aboard the vessel and/or by negligently failing to provide them with criteria to interpret and react to the video imagery; and,
- L. By such other acts and omissions as may be presently unknown but which may be revealed in discovery.

33. As a direct and proximate result of the breaches of duties by defendant RCCL, the plaintiff, was injured as set forth in paragraph 23, *supra*.

WHEREFORE the Plaintiff demands judgment for all allowable damages and interest, *e.g.*, prejudgment interest, against Defendant RCCL on this count and requests a binding trial by jury pursuant to *Rule 39(c), Fed. Rules Civ. Pro.*

## **COUNT II – WILLFUL, WANTON MISCONDUCT**

34. The plaintiff realleges and incorporates paragraphs 1-33, as if expressly set forth herein.

35. Defendant RCCL, at all relevant times, and well in advance of the booking of the plaintiff on the subject cruise, made a conscious and deliberate corporate determination, in respect to both its advertising and marketing to prospective passengers and to its on-board communications to actual passengers, that conveying full and complete information about the risk of crime aboard its vessels could reduce the number of bookings and/or create a state of vigilance among passengers, which would not be conducive to the passengers relaxing and maximizing their patronization of major sources of on-board revenue to the defendant, *e.g.*, purchases of beverages.

36. Defendant RCCL, therefore deliberately chose to maximize its own profits at the expense of its passengers' safety, by choosing to downplay the risk of crime aboard its vessels, even though defendant RCCL knew this course of action would certainly lead to more passengers being victims of such crime, as in the present case.

37. Defendant RCCL's behavior in this respect was wilfull, wanton, and evinced a reckless disregard for the safety of passengers, including the plaintiff.

38. As a direct and proximate result of willful, wanton, and reckless misconduct by defendant RCCL, the plaintiff, was injured as set forth in paragraph 23, *supra*.

WHEREFORE the Plaintiff demands judgment for all allowable damages including punitive damages and prejudgment interest, against Defendant RCCL on this count and requests a binding trial by jury pursuant to *Rule 39(c), Fed. Rules Civ. Pro.*

Dated this 14<sup>th</sup> of September, 2011  
West Palm Beach, Florida

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