

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 20-21569-CIV-UNGARO

ALEXANDRA NEDELTCHEVA,
ANDREW COLEMAN, and JULIA MELIM,
on their own behalves and on behalf of all
other similarly situated crewmembers
working aboard CELEBRITY cruise vessels

Plaintiffs,

v.

CLASS ACTION

CELEBRITY CRUISES INC.,

Defendant.

AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, ALEXANDRA NEDELTCHEVA, ANDREW COLEMAN, and JULIA MELIM, on their own behalves and on behalf of all other similarly situated crewmembers working aboard CELEBRITY cruise vessels (at time herein collectively referred to as “Plaintiffs”), hereby sue Defendant, CELEBRITY CRUISES INC. (hereinafter “CELEBRITY”), and for good cause allege:

JURISDICTION AND PARTIES

1. Plaintiff, ALEXANDRA NEDELTCHEVA, is a citizen of Bulgaria.
2. Plaintiff, ANDREW COLEMAN, is a citizen of the United States and a resident of North Carolina.
3. Plaintiff, JULIA MELIM, is a citizen of Brazil and currently resides in New York.
4. Defendant, CELEBRITY CRUISES INC., is a foreign entity which conducts its business from its principal place of business in Miami, Florida.

5. The matter in controversy exceeds the required jurisdictional amount, exclusive of interest and costs, and is a class action brought under this Honorable Court's jurisdiction pursuant to 28 U.S.C. § 1332(d)(2). Specifically, there are over 1,000 potential class members, and on the bases of the allegations herein, the value of each potential class member's personal injury claim likely exceeds \$75,000. In the event that class status is not certified, then this matter is brought under the admiralty and maritime jurisdiction of this Honorable Court.

6. Defendant, CELEBRITY, at all times material, personally or through an agent:

- a. Operated, conducted, engaged in or carried out a business venture in this state and/or county and/or had an office or agency in this state and/or county;
- b. Was engaged in substantial business activity within this state;
- c. Operated vessels in the waters of this state;
- d. Committed one or more of the acts stated in Florida Statutes, Sections 48.081, 48.181 or 48.193; and/or
- e. The acts of Defendant set out in this Complaint occurred in whole or in part in this county and/or state.

7. Defendant is subject to the jurisdiction of the Courts of this state.

8. The causes of action asserted in this Complaint arise under U.S. General Maritime Law and/or the Jones Act, 46 U.S.C. § 30104.

9. At all times material hereto, Defendant owned, operated, managed, maintained and/or controlled the following subject cruise vessels: *Celebrity Apex*, *Celebrity Edge*, *Celebrity Eclipse*, *Celebrity Equinox*, *Celebrity Reflection*, *Celebrity Silhouette*, *Celebrity Solstice*, *Celebrity Constellation*, *Celebrity Infinity*, *Celebrity Millennium*, *Celebrity Summit*, *Celebrity Flora*, *Celebrity Xpedition*, and *Celebrity Xploration* (hereinafter collectively referred to as the "vessels").

10. At all times material hereto, Defendant operated the vessels in navigable waters.

11. At material times, Plaintiff, ALEXANDRA NEDELTCHEVA served aboard the *Celebrity Apex*.

12. At all times material, the *Celebrity Apex* was docked at the St. Nazaire shipyard in France, but was at all times material operational as a vessel and capable of navigation.

13. At material times, Plaintiffs, ANDREW COLEMAN, and JULIA MELIM served aboard the *Celebrity Infinity*.

14. At all times material hereto, an employer-employee relationship existed between Defendant and Plaintiffs, as well as all other similarly situated crewmembers, as Defendant controlled their work aboard the vessels to which they were assigned.

15. At all times material hereto, Plaintiffs and all other similarly situated crewmembers were “seamen” aboard the respective vessels to which they were assigned by Defendant to work, as the term “seaman” is defined under U.S. General Maritime Law and/or the Jones Act, 46 U.S.C. § 30104.

16. “Seamen from the start were wards of admiralty.” *U.S. Bulk Carriers, Inc. v. Arguelles*, 400 U.S. 351, 355 (1971) (citing *Robertson v. Baldwin*, 165 U.S. 275, 287 (1897)). In 1823, Justice Story declared: “Every Court should watch with jealousy an encroachment upon the rights of a seaman, because they are unprotected and need counsel; because they are thoughtless and require indulgence; because they are credulous and complying; and are easily overreached. But Courts of maritime law have been in the constant habit of extending towards them a peculiar, protecting favor and guardianship. They are emphatically the wards of the admiralty.” *Harden v. Gordon*, 11 Fed. Cas. 480 (No. 6047) (C.C. Me 1823). “From the earliest times maritime nations have recognized that unique hazards, emphasized by unusual tenure and control, attend the work of seafarer.” *See Aguilar v. Standard Oil Co. of New Jersey*, 318 U.S. 724, 727 (1943). The *Aguilar*

Court further held: “the restrictions which accompany living aboard ship for long periods at a time combine with the constant shuttling between unfamiliar ports to deprive the seaman of the comforts and opportunities for leisure, essential for living and working that accompany most land occupations.” *Id.* at 728.

17. In *Chandris, Inc. v. Latsis*, the U.S. Supreme Court reaffirmed the longstanding principle that seafarers are wards of Admiralty Courts, given the “feature of the maritime law that compensate[es] or offset[s] the special hazards and disadvantages to which they who go down to sea in ships are subjected.” 515 U.S. 347, 355 (1995). The Fifth Circuit Court of Appeals explained the rationale for affording seafarers special protections in *Castillo v. Spiliada Maritime Corp.*,: “[Seafarers] enjoy this status because they occupy a unique position. **A seaman isolated on a ship on the high seas is often vulnerable to the exploitation of his employer. Moreover, there exists a great inequality in bargaining position between large ship-owners and unsophisticated seafarer.** Shipowners generally control the availability and terms of employment.” 937 F.2d 240, 243 (5th Cir. 1991) (emphasis added).

18. Accordingly, the Admiralty Courts have a rich tradition of protecting seafarers, which flows from the uniquely abhorrent conditions seafarers face at sea. And it is not just the Courts which recognize the need to protect seafarers, as “[t]he policy of Congress, as evidenced by its’ legislation, has been to deal with [seafarers] as a favored class.” *Bainbridge v. Merchants’ & Miners’ Transp. Co.*, 287 U.S. 278 (1932).

19. Plaintiffs, the Class Representatives herein, were crewmembers who worked for Defendant aboard the respective vessels to which they were assigned and, as a result of Defendant’s careless conduct alleged herein, contracted SARS-CoV-2 (hereinafter “COVID-19”) and/or were unreasonably exposed to same while they worked aboard Defendant’s vessels.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

20. This Class Action lawsuit deals with Defendant, CELEBRITY's careless and continuous failure to protect Plaintiffs, as well as all other similarly situated crewmembers assigned to work aboard Defendant's vessels, from COVID-19 – despite CELEBRITY having prior notice pertaining to the dangerous conditions and/or explosive contagiousness associated with COVID-19 aboard its vessels from previous passengers, crewmembers and/or other invitees (e.g., independent contractors) CELEBRITY allowed aboard the vessels and/or actively granted access to same.¹

21. Despite having notice that COVID-19 was and/or likely was present aboard its vessels, CELEBRITY glaringly failed to follow even the most basic safety precautions after acquiring such notice, such as timely quarantining crewmembers stationed aboard the vessels, timely providing crewmembers stationed aboard the vessels masks and/or timely requiring them to observe physical distancing measures aboard the vessels.

22. Instead, in an alarming lack of caution after Defendant knew and/or should have known of a COVID-19 outbreak aboard its vessels, CELEBRITY allowed its crewmembers to eat in buffet settings aboard the vessels, mandated their participation in shipboard drills, and even permitted crewmembers to attend crew parties. CELEBRITY's egregious failure to protect its employees has already resulted in hundreds of positive COVID-19 cases and what is more likely thousands given that there is limited testing being done on its ships.

23. The dangerous conditions associated with COVID-19 include its manifestations – severe

¹ See Centers for Disease Control and Prevention, *Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019*, (last updated February 18, 2020) <https://www.cdc.gov/quarantine/maritime/recommendations-for-ships.html>; and Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order*, https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf (hereinafter collectively referred to as the "Memorandums").

pneumonia, acute respiratory distress syndrome (ARDS), septic shock and/or multi-organ failure² – and/or its symptoms – fever, dry cough, and/or shortness of breath³ – as well as the high fatality rate associated with contracting the virus.⁴ The dangerous conditions associated with COVID-19 also include its extreme contagiousness. For example, a person with COVID-19 infects, on average, another 2.5 people, and COVID-19 is therefore more contagious than Ebola or Influenza.⁵

24. As a result of its careless conduct further detailed below, CELEBRITY negligently exposed thousands of its crewmembers to COVID-19, including Plaintiffs herein. Such harm resulted in Plaintiffs and the putative class members suffering from injuries that include, but were not limited to: severe cough, shortness of breath, chest pain, respiratory distress, chills, muscle ache, fever, physical and emotional fatigue, anxiety, depression, difficulty sleeping, and nightmares.

Background on the worldwide spread of COVID-19

25. Since December 2019, there has been a worldwide outbreak of COVID-19, which is now considered a pandemic. The virus originated in China, and quickly spread throughout Asia, Europe, and most recently, North America.

26. To date and worldwide, there have been over four million confirmed cases and over two hundred thousand deaths as a result of the COVID-19 pandemic.

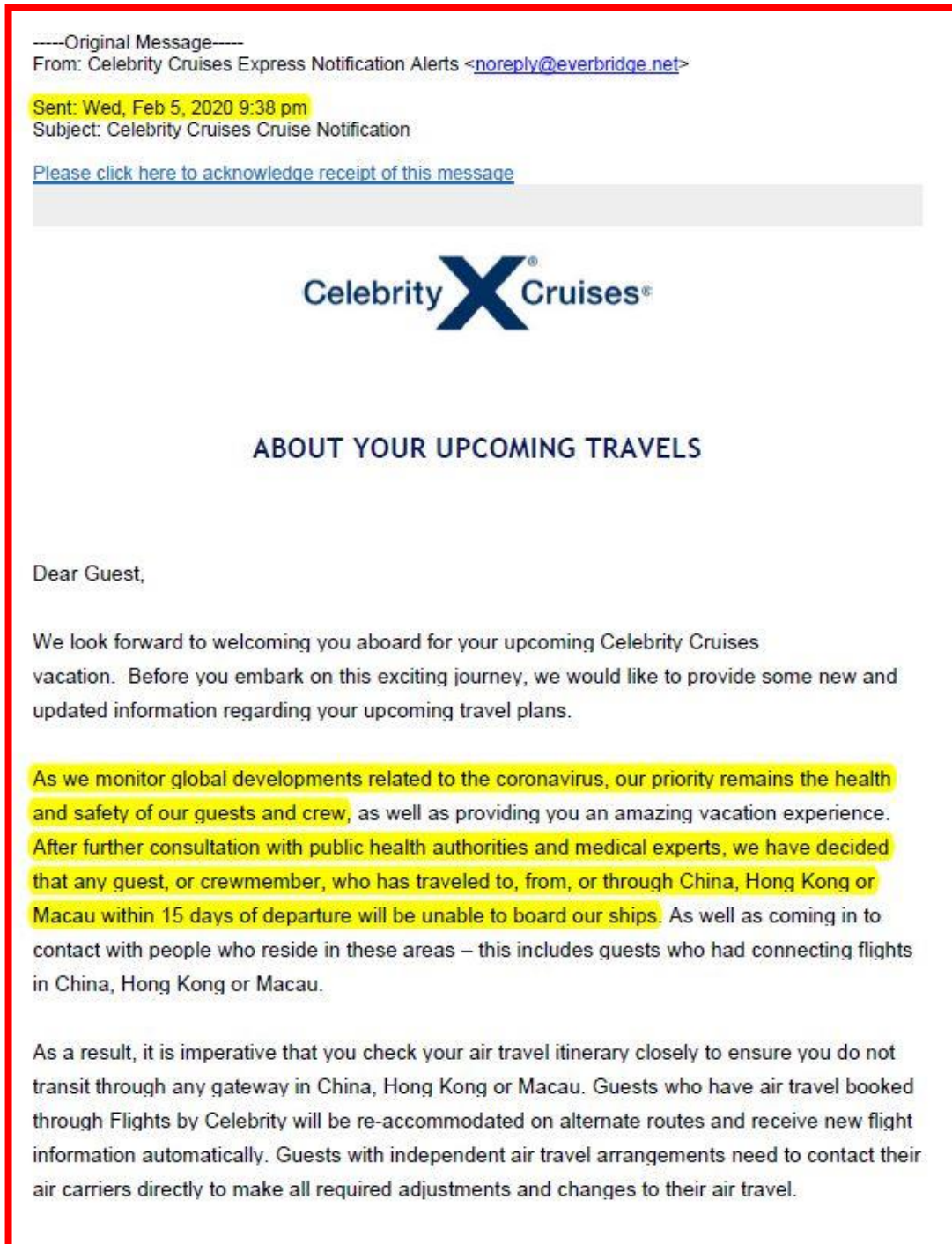
² See Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order*, https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf.

³ See Mayo Clinic, *Symptoms and Causes*, <https://www.mayoclinic.org/diseases-conditions/coronavirus/symptoms-causes/syc-20479963> (last accessed April 6, 2020); see also Centers for Disease Control and Prevention, *Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019*, (last updated February 18, 2020) <https://www.cdc.gov/quarantine/maritime/recommendations-for-ships.html>.

⁴ See Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order* https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf (identifying a 3.6% global fatality rate); Journal of the American Medical Association, *Case-Fatality Rate and Characteristics of Patients Dying in relation to COVID-19 in Italy*, <https://jamanetwork.com/journals/jama/fullarticle/2763667> (identifying a 7.2% and 2.3% fatality rate in Italy and China, respectively).

⁵ Popular Science, *COVID-19 Contagiousness*, <https://www.popsoci.com/story/health/how-diseases-spread/>.

27. Based on information known to date, CELEBRITY first recognized the risks of COVID-19 aboard its vessels on February 5, 2020, when CELEBRITY sent the e-mail excerpted below to all of its prospective passengers who were set to sail aboard Defendant's vessels, including the *Celebrity Apex* and *Infinity*:



We have elected to take this precautionary step due to the recent increase in coronavirus cases around the world, to help avoid the spread of the virus and to ensure the continued safety of our guests and crew. While vacations are our passion, our primary responsibility is to maintain a safe and healthy environment onboard our ships, as well as in the ports we visit.

We have also increased secondary health screening requirements. The following guests will need to undergo extra screenings at the cruise terminal:

- Anyone that holds a Chinese, Hong Kong or Macau passport – regardless of when they were there last.
- Anyone that feels unwell or demonstrates flu-like symptoms.

We've also taken numerous proactive steps to maintain high health standards onboard our ships:

- Thoroughly sanitizing the cruise ship terminal before and after every sailing.
- Special sanitizing of high traffic areas onboard multiple times a day.
- Adding extra medical staff on each sailing.
- Providing complimentary consultations with medical experts for all guests and crew.
- Plus, the Captain will make daily announcements during your cruise reminding everyone of how to stay healthy onboard.

Finally, you can contribute to a healthy onboard environment by taking a few simple steps that will help prevent colds, flus and stomach viruses – both onboard and on land.

- Make sure to wash your hands thoroughly with soap and warm water for at least 20 seconds after using the restroom and before any meal or snack.
- Cover your nose and mouth with a tissue (or with your upper sleeve) if you happen to sneeze. Avoid sneezing or coughing into your hands or without covering your nose and mouth.
- Use hand sanitizer as often as possible. Rub the gel thoroughly, and in-between your fingers, until your hands are dry.

If you don't feel well while onboard, it's imperative that you visit our onboard medical facility immediately for a complimentary checkup. Our onboard doctors and nurses are always available and ready to assist.

If you or someone in your stateroom has traveled to, from, or through, mainland China, Hong Kong or Macau, please contact your Travel Advisor immediately, or contact us at 1-844-418-6824[®] in North America or (316) 554-5961[®] worldwide. You can also visit www.celebritycruises.com/contact-us for a complete list of global contact information.

We look forward to welcoming you aboard for a truly incredible vacation.

Sincerely,

Celebrity Cruises

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Celebrity Cruises
1050 Caribbean Way
Miami, FL 33132
1-800-280-3423[®]

28. Further, on or about February 13, 2020, the Center for Disease Control (hereinafter the “CDC”) published the *Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019*, which provided guidance for ship operators, including cruise ship operators, to help prevent, detect, and medically manage suspected COVID-19 infections aboard ships, like the vessels named herein. See the Memorandums cited at footnote 1.

29. In view of the fact that Defendant, CELEBRITY, has its principal place of business in Miami, Florida, and operates numerous cruise vessels which originate from and/or stop at ports within the U.S., as early as February 13, 2020, Defendant, CELEBRITY, knew and/or should have been aware of this Memorandum, including, but not limited to, the dangerous conditions and/or explosive contagiousness associated with COVID-19, and presence aboard Defendant’s vessels at that time.

30. This Memorandum provided cruise vessel operators, like CELEBRITY, with numerous helpful considerations to assist in detecting and preventing the spread of COVID-19 amongst its crewmembers, passengers and its vessels at large, some of which include:

- “Early detection, prevention, and control of Coronavirus Disease 2019 (COVID-19) on ships **is important** to protect the health of travelers on ships and to avoid transmission of the virus by disembarking passengers and crew members who are suspected of having COVID-19”;
- “Identifying and isolating passengers and crew with possible symptoms of COVID-19 as soon as possible **is needed** to minimize transmission of this virus”;
- “To reduce spread of respiratory infections including COVID-19, CDC **recommends** that ships encourage crew members and passengers to
 - Postpone travel when sick
 - Watch their health
 - Self-isolate and inform the onboard medical center immediately if they develop a fever (100.4°F / 38°C or higher), begin to feel feverish, or develop other signs or symptoms of sickness

- Use respiratory, cough, and hand hygiene
 - Advise passengers and crew of the importance of covering coughs and sneezes with a tissue. Dispose used tissues immediately in a disposable container (e.g., plastic bag) or a washable trash can.
 - Remind passengers and crew members to wash their hands often with soap and water, especially after coughing or sneezing. If soap and water are not available, they can use a hand sanitizer containing 60%-95% alcohol)”
- **“Deny boarding of a passenger or crew member who is suspected to have COVID-19 infection based on signs and symptoms plus travel history in China or other known exposure at the time of embarkation”;**
- “Passengers and crewmembers who have had high-risk exposures to a person suspected of having COVID-19 **should be** quarantined in their cabins. All potentially exposed passengers, cruise ship medical staff, and crew members **should** self-monitor under supervision of ship medical staff or telemedicine providers until 14 days after the last possible exposure”;
- **“Isolate passengers or crew onboard who are suspected of having COVID-19 infection in a single-occupancy cabin with the door closed until symptoms are improved.”**

See Centers for Disease Control and Prevention, *Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019*, (last updated February 18, 2020) <https://www.cdc.gov/quarantine/maritime/recommendations-for-ships.html>.

31. Defendant, CELEBRITY, and the cruise industry at large, received an early warning of how easily COVID-19 could spread on massive ocean liners when the first cases emerged aboard the *Diamond Princess*, a vessel owned by Princess Cruise Lines (“Princess”), which is owned by Carnival Corporation, in early February 2020 in Yokohama Harbor, Japan. The outbreak began with ten confirmed COVID-19 cases, which rapidly multiplied to seven hundred confirmed cases, as a result of Princess’ flawed two-week quarantine of passengers and crewmembers aboard the *Diamond Princess*.

32. The CDC issued a statement on February 18, 2020, providing that “the rate of new reports

of positives new on board [the *Diamond Princess*], especially among those without symptoms, **highlights the high burden of infection on the ship and potential for ongoing risk.**”⁶ Seven of the *Diamond Princess*’ passengers ultimately died as a result of COVID-19 exposure aboard the vessel.

33. The cruise industry received yet another warning of how severe COVID-19 could spread on cruise ships when the *Grand Princess*, another vessel owned by Princess, which is also owned by Carnival Corporation, had a breakout in late February 2020 off the coast of California. Princess had knowledge that at least one of its passengers from a prior voyage who disembarked the *Grand Princess* on February 21, 2020 had symptoms of COVID-19, and yet, it made the conscious decision to proceed with the subsequent voyage aboard the *Grand Princess* that began on February 21, 2020 with another three thousand passengers on an infected ship.

34. Prior to boarding the February 21, 2020 voyage on the *Grand Princess*, passengers were simply asked to fill out a piece of paper confirming they were not sick. Not one passenger was questioned, let alone examined, in any capacity. As a result of Princess’ lackadaisical approach to the safety of passengers and crew, 103 passengers eventually tested positive for COVID-19 and two people have died so far.

35. Additionally, on or about March 7, 2020, Vice President Mike Pence met with top cruise industry executives (including the CEOs of Carnival, Royal Caribbean and Norwegian cruise lines), in order to address the impact of COVID-19 on the cruise industry, specifically. The next day, March 8, 2020, the U.S. Department of State, in conjunction with the CDC, set forth a recommendation **that U.S. citizens should not travel by cruise ship given the CDC’s findings**

⁶ Centers for Disease Control, *Update on the Diamond Princess Cruise Ship in Japan*, <https://www.cdc.gov/media/releases/2020/s0218-update-diamond-princess.html> (emphasis added).

which support the “increased risk of infection of COVID-19 in a cruise ship environment.”⁷

36. Relatedly, on or about March 14, 2020, the CDC issued its first No Sail Order.⁸ The No Sail Order is/was applicable to cruise ship operators, like Defendant herein, and provided science updates known to that date pertaining to the explosive contagiousness associated with COVID-19 and how the virus presented dangerous conditions to passengers and crew members aboard cruise ships, like the vessel named herein. For example, the CDC’s first No Sail Order stated the following:

- **“Like other close-contact environments, cruise ships facilitate transmission of COVID-19.”**
- **“There are several features of cruise ships that increase the risk of COVID-19 transmission.”**
- **“A hallmark of cruise travel is the number and variety of person-to-person contacts an individual passenger may have daily.”**
- **“The dynamics of passenger-to-passenger, passenger-to-crew, crew-to-passenger, and crew-to-crew intermingling in a semi-closed setting are particularly conducive to SARS-CoV-2 spread, resulting in high transmission rates.”**
- **“Cruises include frequent events that bring passengers and crew close together, including group and buffet dining, entertainment events, and excursions. Cruise ship cabins are small, increasing the risk of transmission between cabinmates.”**
- **“Close quartering is a particular concern for crew, who typically eat and sleep in small, crowded spaces.”**
- **“Infection among crew members may lead to transmission on sequential cruises on the same vessel because crew members may continue working and living onboard the ship from one cruise to the next.”**

⁷ See U.S. Dept. of State, March 8, 2020 *No Sail On Cruise Ships Recommendation* <https://travel.state.gov/content/travel/en/international-travel/before-you-go/travelers-with-special-considerations/cruise-ship-passengers.html?fbclid=IwAR23mRlu4-382HLuSM8i0KWQBSaZ4heDniggmxR3kBR6e2EgWiKr6B0EseM>.

⁸ See Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order* https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf.

- “Crew from one ship may in turn serve onboard multiple different ships for subsequent voyages, which also has the potential to amplify transmission.”

See Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order* https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf (emphasis added).

37. Outlined below is a timeline of events relevant to this Class Action lawsuit against CELEBRITY. This timeline supports all claims asserted by Plaintiffs herein as well as on behalf of the entire class of similarly situated crew members. More specifically, this timeline supports CELEBRITY having actual knowledge of the dangerous conditions and/or explosive contagiousness associated with COVID-19 aboard the vessels and the subject vessels at the time Plaintiff, ALEXANDRA NEDELTCHEVA, contracted COVID-19 aboard the *Celebrity Apex* and at the time Plaintiffs, ANDREW COLEMAN and JULIA MELIM, were unreasonably exposed to same aboard the *Celebrity Infinity*:

- a. December 31, 2019 – The local government in Wuhan, China, confirmed with the World Health Organization (hereinafter “WHO”) that local health authorities in Wuhan were treating an influx of dozens of patients with what appeared to be novel cases of pneumonia with an unknown cause.
- b. January 5-7, 2020 – China announced that the novel pneumonia cases in Wuhan were not caused by severe acute respiratory syndrome (hereinafter “SARS”) or middle-east respiratory syndrome (hereinafter “MERS”) – but COVID-19 – which belongs to the highly-contagious family of coronaviruses, including SARS and MERS.
- c. January 11, 2020 – The Wuhan Municipal Health Commission announced the first death caused by COVID-19.
- d. January 20, 2020 – A situation report published by the WHO confirmed COVID-19 cases outside of mainland China in Thailand, Japan and South Korea, which the WHO believed to have been exported from Wuhan, China. The situation report also identified 282 positive COVID-19 diagnoses worldwide with 278 of those positive cases within China.
- e. January 21, 2020 – A man in Washington State, U.S.A., became the first person diagnosed with COVID-19 in the U.S.A.

- f. January 23, 2020 – Chinese authorities take the unprecedented measure of closing off Wuhan – a city of over 11,000,000 people – to stop the spread of COVID-19.
- g. January 30, 2020 – WHO declared COVID-19 a “global health emergency” – recognizing that COVID-19 posed a risk beyond China. The U.S. Department of State issued a Level 4 (highest level) travel advisory as it related to U.S. citizens who planned to travel to China.
- h. January 31, 2020 – Spain announced its first confirmed COVID-19 case.
- i. February 2, 2020 – China reported that the death toll from COVID-19 in mainland China (361) exceeded the death toll in mainland China from the SARS outbreak in the early 2000s (349).
- j. February 5, 2020 – Chinese officials announced that nearly 500 people in mainland China have died as a result of COVID-19.
- k. February 5, 2020 – CELEBRITY sends an e-mail to all passengers with cruise dates in February 2020 in which CELEBRITY recognized the risks of COVID-19 aboard its vessels and/or provided a warning to prospective passengers concerning same.
- l. February 5, 2020 (*Diamond Princess*) – Passengers aboard the *Diamond Princess* near Yokohama, Japan began a two-week quarantine after nine (9) passengers and one (1) crewmember tested positive for COVID-19 while aboard the vessel.
- m. On or about February 13, 2020 – The CDC published the Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019, which provided guidance for ship operators, including cruise ship operators, to help prevent, detect, and medically manage suspected COVID-19 infections.⁹
- n. February 21, 2020 (*Grand Princess*) – The *Grand Princess* embarked on a voyage despite its cruise operator, Princess, having knowledge that at least one of its passengers from a prior voyage who disembarked the *Grand Princess* on February 21, 2020 had symptoms of COVID-19 while aboard the vessel.
- o. February 19-25, 2020 (*Diamond Princess*) – Following the two-week quarantine aboard the *Diamond Princess*, Japanese officials announced that of the 3,711 passengers aboard the vessel, over 700 tested positive for COVID-19 (**18.8%**) – the largest cluster of positive COVID-19 cases outside of mainland China at that time.
- p. March 1, 2020 (*Celebrity Eclipse*) – The *Celebrity Eclipse* debarked from Argentina for a fourteen (14) night Argentinian and Chilean cruise.

⁹ See Centers for Disease Control and Prevention, *Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019*, (last updated February 18, 2020) <https://www.cdc.gov/quarantine/maritime/recommendations-for-ships.html>.

- q. March 2, 2020 (*Celebrity Apex*) – Plaintiff, ALEXANDRA NEDELTCHEVA, along with other similarly situated crewmembers, boarded the *Celebrity Apex* while it was docked in the St. Nazaire shipyard, France, to serve aboard the vessel for her maiden voyage. Approximately 1,400 of Defendant’s crewmembers and many multiple independent contractors also boarded the vessel at or around this same time, and during that time, CELEBRITY did not screen individuals who boarded the vessel for COVID-19 and/or its symptoms known to date.
- r. On or about March 2, 2020 (*Celebrity Eclipse*) – A person(s) aboard the *Celebrity Eclipse* displayed symptoms consistent with a COVID-19 diagnosis while aboard the vessel and later tested positive for COVID-19.¹⁰
- s. On or about March 7, 2020 – Vice President Mike Pence met with top cruise industry executives (including the CEOs of Carnival, Royal Caribbean and Norwegian cruise lines), in order to address the impact of COVID-19 on the cruise industry, specifically. The next day, March 8, 2020, the U.S. Department of State, in conjunction with the CDC, set forth a recommendation **that U.S. citizens should not travel by cruise ship given the CDC’s findings which support the “increased risk of infection of COVID-19 in a cruise ship environment.”**¹¹
- t. March 8, 2020 – Spain (a country which borders France to the south) reported 589 COVID-19 cases and 17 COVID-19 related deaths.
- u. March 9, 2020 (*Grand Princess*) – The Grand Princess docked in Oakland, California and its passengers were held in quarantine. Of the 3,553 passengers onboard, 21 of the 46 first round of passengers tested for COVID-19 tested positive (45%). Many passengers ultimately refused COVID-19 testing so that they could disembark and travel to the safety of their homes quicker.
- v. March 12, 2020 – Spain reported over 3,000 COVID-19 cases and 84 COVID-19 related deaths.
- w. March 13, 2020 (*Royal Caribbean*) – Royal Caribbean, CELEBRITY’s parent company, suspended all of its future cruises, including those associated with its subsidiary companies, such as CELEBRITY.
- x. March 13, 2020 (*Celebrity Apex*) – CELEBRITY instructed crewmembers aboard the vessel to limit nonessential travel aboard the vessel as CELEBRITY’s shipboard

¹⁰ See Centers for Disease Control and Prevention, *CDC’s role in helping cruise ship travelers during the COVID-19 pandemic* <https://www.cdc.gov/coronavirus/2019-ncov/travelers/cruise-ship/what-cdc-is-doing.html>.

¹¹ See U.S. Dept. of State, March 8, 2020 no sail on cruise ships recommendation <https://travel.state.gov/content/travel/en/international-travel/before-you-go/travelers-with-special-considerations/cruise-ship-passengers.html?fbclid=IwAR23mRlu4-382HLuSM8i0KWQBSaZ4heDnigmxR3kBR6e2EgWiKr6B0EseM>.

management team became concerned about the potential presence of COVID-19 aboard the vessel.

- y. March 14, 2020 – The CDC issued its first No Sail Order. The No Sail Order is/was applicable to cruise ship operators, like Defendant herein, and provided science updates known to date pertaining to the explosive contagiousness associated with COVID-19 and how the virus presented dangerous conditions to passengers and crewmembers aboard cruise ships, like the vessels named herein.¹²
- z. March 14, 2020 – Spain ordered a nation-wide lockdown, banning all intra-country travel except travel to procure food, medicine and travel related to essential business operations.
- aa. March 15, 2020 (*Celebrity Eclipse*) – The *Celebrity Eclipse* was denied the ability to dock in Chile because of the country’s concerns with passengers and crew aboard who may have COVID-19.
- bb. March 17, 2020 – France ordered a nation-wide lockdown, banning all intra-country travel except travel to procure food, medicine and travel related to essential business operations.
- cc. March 17-20, 2020 (*Celebrity Apex*) – CELEBRITY continued to allow independent contractors working aboard the *Celebrity Apex* to freely travel on and off the vessel – ***in complete disregard for the CDC’s No Sail Order, France’s nation-wide lockdown and/or Royal Caribbean/CELEBRITY’s own infectious disease-related policies and procedures.***
- dd. March 20, 2020 (*Celebrity Infinity*) – CELEBRITY created a floor to quarantine certain crewmembers aboard the vessel, but did not inform other crewmembers, such as Plaintiffs ANDREW COLEMAN or JULIA MELIM, which crewmembers were quarantined there so that Plaintiffs could ascertain whether they were in contact with a fellow crewmember who had to be quarantined for purposes of COVID-19 management.
- ee. March 21, 2020 (*Celebrity Apex*) – CELEBRITY ordered that all crewmembers aboard the *Celebrity Apex* perform mandatory crew drills. Later that same day, CELEBRITY held a crew party for all crewmembers aboard the vessel wherein crewmembers were served food while standing in large close-quarter buffet lines, and later ate dinner together in close quarters.
- ff. March 21, 2020 (*Celebrity Infinity*) – CELEBRITY medically disembarked a crewmember who displayed symptoms consistent with a positive COVID-19 diagnosis and/or who tested positive for same. Again, however, CELEBRITY at that time did not inform other crewmembers, such as Plaintiffs ANDREW

¹² See Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order* https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf.

COLEMAN or JULIA MELIM, which crewmember was medically disembarked for purposes of COVID-19 management so that Plaintiffs could ascertain whether they were in contact with that medically disembarked crewmember. Around this time, Plaintiffs ANDREW COLEMAN and JULIA MELIM requested from CELEBRITY that they be repatriated to their residences in the United States, but CELEBRITY denied their requests.

- gg. March 21-23, 2020 (*Celebrity Infinity*) – CELEBRITY continued to allow crewmembers aboard the vessel to eat in close-quarter buffet lines and participate in social events with fellow crewmembers, such as social events at the theatres, bars and lounges aboard the vessel, and without a requirement that crewmembers engage in physical distancing measures. Around this same time, CELEBRITY also failed to prove crewmembers, including Plaintiffs ANDREW COLEMAN and JULIA MELIM, with personal protective equipment, such as masks.
- hh. March 23, 2020 (*Celebrity Infinity*) – CELEBRITY issued a letter to crewmembers aboard the vessel, including Plaintiffs, ANDREW COLEMAN and JULIA MELIM, which explained that a crewmember aboard the vessel between March 9-14, 2020, had tested positive for COVID-19, and therefore, Plaintiffs could have been exposed to the virus.
- ii. March 23, 2020 (*Celebrity Apex*) – News spread around the *Celebrity Apex* that seven (7) crewmembers aboard the vessel had tested positive for COVID-19.
- jj. On or about March 24, 2020 (*Celebrity Apex*) – Defendant ordered that all non-essential crewmembers aboard the *Celebrity Apex* be quarantined, e.g., those crewmembers that worked in the dining services departments were not quarantined.
- kk. On or about March 25, 2020 (*Celebrity Apex*) – CELEBRITY conducted large-scale testing of symptomatic crewmembers aboard the *Celebrity Apex*.
- ll. March 28, 2020 (*Celebrity Infinity*) – CELEBRITY, for the first time, imposed quarantine among non-working crewmembers aboard the vessel.
- mm. March 30, 2020 (*Celebrity Eclipse*) – The *Celebrity Eclipse* docked in San Diego, California. CELEBRITY permitted passengers to disembark and go home, but immediately thereafter, CELEBRITY ordered that all crew members who remained onboard quarantine.
- nn. March 30, 2020 (*Celebrity Apex*) – Defendant tested Plaintiff, ALEXANDRA NEDELTCHEVA, for COVID-19, and she tested positive for same while aboard the vessel. Some of her symptoms included, but were not limited to, severe cough, shortness of breath, chest pain, respiratory distress, chills, muscle ache, fever, physical and emotional fatigue, anxiety, depression, difficulty sleeping, and nightmares.

- oo. April 6, 2020 (*Celebrity Apex*) – Approximately three hundred and fifty (350) crewmembers working aboard the *Celebrity Apex* tested positive for COVID-19. Eight (8) crewmembers who tested positive were admitted to a local French hospital; four (4) such crewmembers who displayed symptoms return to the ship a few days later, the other four (4) remain in the French hospital.
- pp. April 9, 2020 – The CDC issued its second No Sail Order.¹³
- qq. On or about April 12, 2020 – Plaintiff, JULIA MELIM, arrived home in New York after remaining onboard the *Celebrity Infinity* against her will for approximately one month.
- rr. On or about April 13, 2020 – Plaintiff, ANDREW COLEMAN, arrived home in North Carolina after remaining onboard the *Celebrity Infinity* against his will for approximately one month.

38. Based on the foregoing timeline of relevant events, CELEBRITY knew or should have known of the dangerous conditions and/or explosive contagiousness associated with COVID-19 aboard its vessels as early as February 5, 2020, when CELEBRITY sent an e-mail warning prospective passengers of the threat of COVID-19 and/or February 13, 2020 when the CDC published its *Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019*.

CLASS ACTION ALLEGATIONS

39. At all times material hereto, Plaintiffs, the Class Representatives herein, and all other similarly situated crew members working aboard Defendant's vessels, were unreasonably exposed to COVID-19 and/or contracted same as a result of Defendant's careless conduct alleged herein.

40. This action is brought by Plaintiffs on their own behalves, and on behalf of all others similarly situated crewmembers, under the provisions of Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

41. The class so represented by the Plaintiffs in this action, and of which Plaintiffs are members, consists of all crewmembers who worked aboard Defendant's cruise vessels who were

¹³ See Centers for Disease Control, *April 9, 2020 No Sail Order* https://www.cdc.gov/quarantine/pdf/No-Sail-Order-Cruise-Ships_Extension_4-9-20-encrypted.pdf.

subjected to the dangerous conditions outlined above in connection with Defendant's unreasonably dangerous and/or lackadaisical response to the COVID-19 pandemic and/or its presence aboard its vessels.

42. This class of crew members includes Plaintiff, ALEXANDRA NEDELTCHEVA, who contracted COVID-19 and suffered injuries which include, but were not limited to: severe cough, shortness of breath, chest pain, respiratory distress, chills, muscle ache, fever, physical and emotional fatigue, anxiety, depression, difficulty sleeping, and nightmares.

43. This class of crew members includes Plaintiffs, ANDREW COLEMAN, and JULIA MELIM, who did not contract COVID-19 but were unreasonably exposed to same while Defendant unreasonably delayed repatriating them to their home countries, which placed them in a foreseeable zone of risk of sustaining an immediate physical impact in physically contracting COVID-19 while they stayed aboard the Defendant's vessel(s) for an unreasonable amount of time. Due to Defendant's conduct in placing Plaintiffs, ANDREW COLEMAN, and JULIA MELIM in a foreseeable zone of risk of immediate physical impact (*i.e.* physically contracting COVID-19), these Plaintiffs in particular suffered emotional injuries with physical manifestations which include, but are not limited to, anxiety, depression, nightmares, post-traumatic stress, and diarrhea.

44. The exact number of members of the class is unknown at this time given that many members are currently in voluntary or forced isolation aboard Defendant's vessels; however, at this time it is estimated that there are in excess of 10,000 members. The class is so numerous that joinder at this anticipated amount of all members is impracticable. Thus, this action satisfies the requirements of Rule 23(a)(1).

45. There are common questions of law and fact that relate to and effect the rights of each

member of the class and the relief sought is common to the entire class. The same misconduct on the part of Defendant, CELEBRTIY, caused the same or similar injury/ies to each class member. All class members seek damages under U.S. General Maritime Law and/or the Jones Act, 46 U.S.C. § 30104. Accordingly, this action satisfies the requirement of Rule 23(a)(2).

46. The claims of Plaintiffs herein are typical of the claims of the class, in that the claims of all members of the class, including the named Plaintiffs, depend upon a virtually identical showing of the acts and omissions of Defendant, CELEBRITY, giving rise to the right of Plaintiffs to the relief sought herein. Defendant, CELEBRITY, was at all times material hereto engaged in the same conduct to the detriment of the entire class of putative plaintiffs. Accordingly, this action satisfies the requirements of Rule 23(a)(3).

47. Plaintiffs are the representative parties for the class, and are able to, and will, fairly and adequately protect the interests of the class. There is no conflict between Plaintiffs and other members of the class with respect to this action, or with respect to the claims for relief herein. The attorneys for Plaintiffs are experienced and capable in the field of maritime claims for cruise ship passenger and crew injury, including class actions, and have successfully represented claimants in other litigation of this nearly exact nature. Three of the attorneys designated as counsel for Plaintiff, Jason R. Margulies, Michael A. Winkleman, and L. Alex Perez, will actively conduct and be responsible for Plaintiff's case herein. Accordingly, this action satisfies the requirement of Rule 23(a)(4).

48. This action is properly maintained as a class action under Rule 23(b)(3) inasmuch as questions of law and fact common to the members of the class predominate over any questions affecting only individual members, and a class action is superior to the other available methods for the fair and efficient adjudication of this controversy. In support of the foregoing, Plaintiffs allege

that common issues predominate and can be determined on a class-wide basis regarding Defendant, CELEBRITY's failure to provide Plaintiffs and other similarly situated crew members with a reasonably safe place to work aboard Defendant's vessels, in view of Defendant's careless and/or lackadaisical response to the COVID-19 pandemic and/or its confirmed and/or likely presence aboard Defendant's vessels while Plaintiffs worked aboard same.

49. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because it is unlikely that individual plaintiffs would assume the burden and the cost of this complex litigation, and Plaintiffs are not aware of any class members who are interested in individually controlling the prosecution of a separate action. The interests of justice will be served by resolving the common disputes of the class members with Defendant, CELEBRITY, in a single forum, and individual actions by class members, many of whom are citizens of different states would not be cost effective. The class consists of a finite and identifiable number of individuals which will make the matter manageable as a class action.

50. CELEBRITY and Plaintiffs (as well as all many of the other similarly situated crew members) entered into an employment contract(s) and/or a Collective Bargaining Agreement(s) ("CBAs"), which call for arbitration of employment-related disputes between CELEBRITY and the respective seafarers.

51. However, on or about March 25, 2020, CELEBRITY unilaterally terminated employment contracts with all of its crew members as well as the Plaintiffs herein. As such, any arbitration provisions contained within the employment contracts and/or CBAs to which they were incorporated by reference are void.

52. Moreover, no arbitration provision in any of the Plaintiffs' employment contracts and/or CBAs with CELEBRITY expressly call for arbitration of class action employment-related claims.

Aggrieved parties cannot be forced to submit class action disputes to arbitration unless there is a contractual basis for concluding that the aggrieved parties agreed to do so. *Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp.*, 559 U.S. 662, 684-87 (2010) (“[A] party may not be compelled under the FAA to submit to class arbitration unless there is a contractual basis for concluding that the party *agreed* to do so . . . An implicit agreement to authorize class-action arbitration, however, is not a term that the arbitrator may infer solely from the fact of the parties’ agreement to arbitrate. . . class-action arbitration changes the nature of arbitration to such a degree that it cannot be presumed the parties consented to it by simply agreeing to submit their disputes to an arbitrator.”) (emphasis in original).

53. Here, because there is no contractual provision in any written agreement between Plaintiffs and CELEBRITY to submit employment-related class action disputes to arbitration, Plaintiffs’ Class Action lawsuit filed in this Court is proper. *See id.*

COUNT I – JONES ACT NEGLIGENCE

Plaintiff, ALEXANDRA NEDELTCHEVA, re-alleges, incorporates by reference, and adopts paragraphs one (1) through fifty-three (53) above as though originally alleged herein, and further alleges:

54. At all times material hereto, it was the duty of Defendant to provide Plaintiff with a reasonably safe place to work.

55. At all times material hereto, Defendant and/or its agents, servants, and/or employees acts and/or omissions caused, contributed and/or played a substantial part in bringing about Plaintiff’s injuries for reasons that include, but are not limited to, the following:

- a. Failure to use reasonable care to provide Plaintiff with a reasonably safe place to work aboard the subject vessels to which she was assigned;
- b. Failure to reasonably restrict individuals’ access to the vessel (including, but not

limited to CELEBRITY's shoreside personnel, independent contractors, crewmembers, etc.) once CELEBRITY acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard its vessel;

- c. Failure to reasonably examine all individuals whom Defendant permitted to board the vessel to determine whether any of them exhibited symptoms consistent with a positive COVID-19 diagnosis, including, but not limited to, determining whether any individual permitted to board the vessels exhibited symptoms of fever, cough, and/or shortness of breath;
- d. Failure to timely enact fleetwide vessel lockdowns of all non-essential personnel once CELEBRITY acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard its vessels; e.g., on March 21, 2020, when CELEBRITY ordered that all crewmembers aboard the *Celebrity Apex* perform crew drills aboard the vessel, and later on that day, CELEBRITY held a crew party for all crewmembers aboard the vessel wherein crewmembers were served food while standing in large buffet lines and later ate dinner together;
- e. Failure to timely enact physical distancing measures aboard the vessel, including, but not limited to a requirement that all shipboard individuals maintain separation of at least six (6) feet;
- f. Failure to reasonably test all individuals whom Defendant permitted to board the vessel, including, but not limited to, the *Celebrity Apex* for COVID-19 and/or those with obvious and classic COVID-19 symptoms;
- g. Failure to timely quarantine those crewmembers whom Defendant reasonably suspected had contracted COVID-19 aboard the vessel;
- h. Failure to reasonably and/or timely identify crewmembers who recently traveled to COVID-19 high risk/exposure locations before permitting them to board the vessel;
- i. Failure to sufficiently warn Plaintiff and other crewmembers working aboard the vessel of the dangers and/or risks of COVID-19;
- j. Failure to reasonably educate Plaintiff and other crewmembers working aboard the vessels as to the explosive contagiousness of COVID-19, including but not limited to explaining to crewmembers ways they can reduce and/or eliminate their exposure to COVID-19 aboard the vessel;
- k. Failure to adequately sanitize and/or disinfect the vessel's common areas, passengers' cabins and/or crewmembers' cabins aboard the vessels once CELEBRITY acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard the vessel;

- l. Failure to adequately sanitize and/or disinfect plates, cups, food trays, utensils, ice machines and drinking fountains aboard the vessels once CELEBRITY acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard the vessel;
- m. Failing to practice safe and sanitary food practices aboard the vessel;
- n. Failure to have adequate policies and procedures in place to manage and/or contain the outbreak and spread of COVID-19 and/or virus and/or infectious disease aboard the vessel;
- o. Failure to provide a sanitary vessel upon which Plaintiff was assigned to work so as to prevent outbreaks of COVID-19, including, but not limited to, Defendant's inadequate and/or ineffective cleaning/sanitary procedures and/or lack of equipment and supplies;
- p. Failure to equip the vessel and/or provide crewmembers with a sufficient amount cleaning and/or disinfectant equipment and/or personal protective equipment; and/or
- q. Failure to man the vessel with a sufficient number of competent crewmembers responsible for cleaning and/or disinfecting the ship in view of the ongoing COVID-19 pandemic.

56. The above acts and/or omissions caused and/or contributed to Plaintiff contracting COVID-19 aboard and in service of Defendant's vessel and resulted in Plaintiff suffering personal injuries.

57. At all times material hereto, Defendant knew or should have known of the foregoing conditions which caused and/or resulted in Plaintiff's injuries and did not correct them. In the alternative, the foregoing conditions existed for a sufficient length of time so that Defendant, in the exercise of reasonable care should have learned of them and corrected them.

58. As a result of Defendant's negligence, Plaintiff contracted COVID-19, and as a result, suffered the following injuries: respiratory distress, severe cough, permanent and/or temporary lung injury/ies, shortness of breath, chest pain, chills, muscle pain, physical and emotional fatigue, sore throat, loss of taste and smell, and emotional distress, including, but not limited to, depression, anxiety, and nightmares. Also as a result of contracting COVID-19, Plaintiff

lost wages she would have otherwise earned.

WHEREFORE, Plaintiff, ALEXANDRA NEDELTCHEVA, and other similarly situated crew members, demand judgment for all damages recoverable under the law against the Defendant and demand trial by jury.

COUNT II – UNSEAWORTHINESS

Plaintiff, ALEXANDRA NEDELTCHEVA, re-alleges, incorporates by reference, and adopts paragraphs one (1) through fifty-three (53) above as though originally alleged herein, and further alleges:

59. At all times material hereto, Defendant had an absolute and non-delegable duty to maintain the vessel on which Plaintiff served in a seaworthy condition.

60. At all times material hereto, the subject vessel was unseaworthy and such unseaworthiness was a legal cause of injury and damage to the Plaintiff by reason that include, but are not limited to, the following:

- a. The vessel was not reasonably fit for its intended purposes;
- b. The vessel's crew was not reasonably fit for the vessel's intended purpose;
- c. The vessel failed to have and/or enforce means to reasonably restrict individuals' access to the vessel (including, but not limited to CELEBRITY's shoreside personnel, independent contractors, crewmembers, etc.) once CELEBRITY acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 aboard its vessel;
- d. The vessel failed to have and/or enforce means to reasonably examine all individuals whom Defendant permitted to board the vessel to determine whether any of them exhibited symptoms consistent with a positive COVID-19 diagnosis, including, but not limited to, determining whether any individual permitted to board the vessel exhibited symptoms of fever, cough, and/or shortness of breath;
- e. The vessel failed to have and/or enforce means to timely enact a vessel-wide lockdowns of all non-essential personnel once CELEBRITY acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard its vessel; e.g., on March 21, 2020, when CELEBRITY ordered

that all crewmembers aboard the *Celebrity Apex* perform crew drills aboard the vessel, and later on that day, CELEBRITY held a crew party for all crewmembers aboard the vessel wherein crewmembers were served food while standing in large buffet lines and later ate dinner together;

- f. The vessel failed to have and/or enforce means to timely enact vessel-wide physical distancing measures, including, but not limited to, a requirement that all shipboard individuals maintain separation of at least six (6) feet;
 - g. The vessel failed to have and/or enforce means to timely quarantine those crewmembers whom Defendant reasonably suspected had contracted COVID-19;
 - h. The vessel failed to have and/or enforce means to reasonably and/or timely identify crewmembers who recently traveled to COVID-19 high risk/exposure locations;
 - i. The vessel failed to have and/or enforce means to reasonably test all individuals whom Defendant permitted to board the vessels for COVID-19 and/or those with obvious and classic COVID-19 symptoms;
 - j. The vessel failed to have and/or enforce means to reasonably educate crewmembers, including Plaintiff, as to the explosive contagiousness of COVID-19, including but not limited to explaining to crewmembers ways they can reduce and/or eliminate their exposure to COVID-19 aboard the vessels;
 - k. The vessel failed to have and/or enforce adequate policies and procedures in place to manage and contain the outbreak and spread of COVID-19 and/or other infectious disease;
 - l. The vessel was not sanitary to the extent necessary to prevent outbreaks of COVID-19, including, but not limited to, their inadequate and/or ineffective cleaning/sanitary procedures and/or lack of equipment and supplies;
 - m. The vessel was not equipped with a sufficient amount of cleaning and/or disinfectant equipment and/or personal protective equipment; and/or
 - n. The vessel was not manned with a sufficient number of competent crewmembers responsible for cleaning and/or disinfecting the ship in view of the ongoing COVID-19 pandemic.
61. The above acts and/or omissions caused and/or contributed to Plaintiff contracting COVID-19 aboard and in service of Defendant's vessel and resulted in Plaintiff suffering personal injuries.
62. At all times material hereto, Defendant knew or should have known of the foregoing conditions which caused and/or resulted in Plaintiff's injuries and did not correct them. In the

alternative, the foregoing conditions existed for a sufficient length of time so that Defendant, in the exercise of reasonable care should have learned of them and corrected them.

63. As a result of the unseaworthiness of the vessels, Plaintiff contracted COVID-19, and as a result, suffered the following injuries: respiratory distress, severe cough, permanent and/or temporary lung injury/ies, shortness of breath, chest pain, chills, muscle pain, physical and emotional fatigue, sore throat, loss of taste and smell, and emotional distress, including, but not limited to, depression, anxiety, and nightmares. Also as a result of contracting COVID-19, Plaintiff lost wages she would have otherwise earned.

WHEREFORE, Plaintiff, ALEXANDRA NEDELTCHEVA, and other similarly situated crew members demand judgment for all damages recoverable under the law against the Defendant and demand trial by jury.

COUNT III – FAILURE TO PROVIDE MAINTENANCE AND CURE

Plaintiffs, ALEXANDRA NEDELTCHEVA, ANDREW COLEMAN, and JULIA MELIM, re-allege, incorporate by reference, and adopt paragraphs one (1) through fifty-three (53) above as though originally alleged herein, and further allege:

64. On or about March 30, 2020, Plaintiff, ALEXANDRA NEDELTCHEVA, was injured while in the service of the *Celebrity Apex* as a crewmember when she contracted COVID-19.

65. On or about March 21, 2020, Plaintiffs, ANDREW COLEMAN and JULIA MELIM were injured while in the service of the *Celebrity Infinity* as crewmembers when they were unreasonably exposed to COVID-19 aboard the vessel, and were thereby placed, by Defendant, in a foreseeable zone of risk of immediate physical impact (*i.e.* contracting COVID-19).

66. Under the General Maritime Law, Plaintiffs, as seamen, are entitled to recover maintenance and cure from Defendant, their employer, until they are declared to have achieved Maximum

Medical Improvement (MMI) and/or Maximum Medical Cure (MMC).

67. Maintenance and cure include unearned wages (regular wages, overtime, vacation pay and tips), which the seaman reasonably anticipated to earn through the end of the contract or voyage, whichever is longer. In addition, an MMI declaration must be unequivocal, and if not, any doubts or controversy regarding whether the seaman is at MMI must be resolved in the seaman's favor.

68. To date, no medical professional has declared that Plaintiffs have achieved MMI, and they are therefore entitled to receive from Defendant medical treatment from physicians of their choice and daily maintenance payments until a medical professional declares them at MMI.

69. At all times material hereto, Defendant willfully and/or callously delayed, failed and/or refused to provide Plaintiffs with their full entitlement to maintenance and cure, and/or Defendant willfully and/or callously delayed, failed and/or refused to provide Plaintiffs with the level of medical treatment and/or maintenance they require to recover from their COVID-19 related physical injuries and/or emotional injuries associated with being unreasonably exposed to same, and/or reasonably support themselves as they convalesce, such that, Plaintiffs have become obligated to seek the undersigned's legal services and pay the undersigned a reasonable attorney's fee.

70. For example, after Plaintiff, ALEXANDRA NEDELTCHEVA, contracted COVID-19 on or about March 30, 2020, Defendant did not provide her with meaningful medical treatment to assist her in recovering from COVID-19 (*e.g.*, fluid treatment, daily check-ups, vitamins, etc.), and instead, simply quarantined her in a shipboard cabin and did not provide her with sufficient food, drink or medicine. Additionally, when she returned to her home country, Defendant did not arrange for her to consult with a psychologist, although she reported symptoms consistent with emotional distress (*i.e.* anxiety and depression) while aboard the vessel after she contracted COVID-19.

Defendant has also not provided this Plaintiff maintenance payments since the occurrence of her injury and while she convalesces.

71. Similarly, after Plaintiffs, ANDREW COLEMAN and JULIA MELIM, were unreasonably exposed to COVID-19 on or about March 21, 2020, Defendant did not thereafter arrange for them to consult with a psychologist shipboard or shoreside, although they reported symptoms consistent with emotional distress (*i.e.* anxiety and depression) while aboard the vessel. Defendant has also not provided either of these Plaintiffs maintenance payments since the occurrence of their injuries and while they convalesce.

72. At all times material hereto, Defendant's failure to provide Plaintiffs the entire maintenance and cure they are due has been willful, arbitrary, capricious, in violation of the law, and/or in callous disregard for Plaintiffs' right as seamen. As such, Plaintiffs would be entitled to recover their attorneys' fees from Defendant under the General Maritime Law of the United States and potentially punitive damages.

73. At all times material hereto, Defendant's unreasonable and/or callous failure to pay or provide Plaintiffs with maintenance and cure aggravated Plaintiffs' conditions and caused them to suffer additional compensatory damages:

- a. As to Plaintiff, ALEXANDRA NEDELTCHEVA, and as a result of Defendant's careless and/or intentional conduct outlined above, she has suffered the following injuries: Aggravation of her COVID-19 symptoms, which include, but are not limited to: respiratory distress, severe cough, permanent and/or temporary lung injury/ies, shortness of breath, chest pain, chills, muscle pain, physical and emotional fatigue, sore throat, loss of taste and smell, and emotional distress, including, but not limited to, depression, anxiety, and nightmares. Also as a result of contracting COVID-19, Plaintiff lost wages she would have otherwise earned.
- b. As to Plaintiffs, ANDREW COLEMAN and JULIA MELIM, and as a result of Defendant's careless and/or intentional conduct outlined above, they have suffered the following injuries: Aggravation of their emotional injuries, which include, but are not limited to, anxiety, depression, poor sleep and diarrhea.

WHEREFORE, Plaintiffs and other similarly situated crew members demand judgment for all damages recoverable under the law against the Defendant and demand trial by jury.

COUNT IV – FAILURE TO PROVIDE PROMPT, PROPER AND ADEQUATE MEDICAL CARE

Plaintiffs, ALEXANDRA NEDELTCHEVA, ANDREW COLEMAN, and JULIA MELIM, re-allege, incorporate by reference, and adopt paragraphs one (1) through fifty-three (53) above as though originally alleged herein, and further allege:

74. At all times material hereto, Defendant had an absolute and non-delegable duty to provide Plaintiffs with prompt, proper, and adequate medical care.

75. At all times material hereto, Defendant, through its employees, agents, the shipboard and/or shoreside physicians and/or nurses, negligently failed to provide Plaintiffs with prompt, proper, and adequate medical care.

76. For example, after Plaintiff, ALEXANDRA NEDELTCHEVA, contracted COVID-19 on or about March 30, 2020, Defendant did not provide her with meaningful medical treatment to assist her in recovering from COVID-19 (*e.g.*, fluid treatment, daily check-ups, vitamins, etc.), and instead, simply quarantined her in a shipboard cabin and did not provide her with sufficient food, drink or medicine. Additionally, when she returned to her home country, Defendant did not arrange for her to consult with a psychologist, although she reported symptoms consistent with emotional distress (*i.e.* anxiety and depression) while aboard the vessel after she contracted COVID-19.

77. Similarly, after Plaintiffs, ANDREW COLEMAN and JULIA MELIM, were unreasonably exposed to COVID-19 on or about March 21, 2020, Defendant did not thereafter arrange for them to consult with a psychologist shipboard or shoreside, although they reported symptoms consistent with emotional distress (*i.e.* anxiety and depression) while aboard the vessel.

78. Defendant's acts and/or omissions, as outlined below, caused, contributed and/or played a

substantial part in bringing about Plaintiffs' injuries and damages. Defendant's negligent acts/omissions include, but were limited to:

- a. Failure to promptly, properly, and adequately diagnose and/or treat Plaintiff, ALEXANDRA NEDELTCHEVA's COVID-19 diagnosis and/or Plaintiffs, ANDREW COLEMAN and JULIA MELIM's emotional injuries once Defendant became aware of their symptoms and/or diagnoses;
- b. Failure to select, retain and/or utilize competent, skilled and properly trained medical care providers on board the vessel and shoreside to provide Plaintiffs with prompt, proper and adequate medical care;
- c. Failure to utilize proper and adequate medical equipment with which to provide Plaintiffs proper and adequate medical care;
- d. Failure to properly medically manage Plaintiff, ALEXANDRA NEDELTCHEVA's COVID-19 diagnosis and/or Plaintiffs, ANDREW COLEMAN and JULIA MELIM's emotional injuries once Defendant became aware of their symptoms and/or diagnoses;
- e. Failure to timely disembark Plaintiffs to provide them with prompt, proper, and adequate medical treatment ashore without delay; and/or
- f. Defendant's failure to authorize and/or failure to provide Plaintiffs with prompt shoreside medical care.

79. At all times material hereto, Defendant knew or should have known of the foregoing conditions which caused and/or resulted in Plaintiffs' injuries and did not correct them. In the alternative, the foregoing conditions existed for a sufficient length of time so that Defendant, in the exercise of reasonable care should have learned of them and corrected them.

80. As a direct and proximate result of Defendant's acts and/or omissions, as outlined above, Plaintiffs suffered the following injuries:

- a. As to Plaintiff, ALEXANDRA NEDELTCHEVA: Aggravation of her COVID-19 symptoms, which include, but are not limited to: respiratory distress, severe cough, permanent and/or temporary lung injury/ies, shortness of breath, chest pain, chills, muscle pain, physical and emotional fatigue, sore throat, loss of taste and smell, and emotional distress, including, but not limited to, depression, anxiety, and nightmares. Also as a result of contracting COVID-19, Plaintiff lost wages she would have otherwise earned.

- b. As to Plaintiffs, ANDREW COLEMAN and JULIA MELIM: Aggravation of their emotional injuries, which include, but are not limited to, anxiety, depression, poor sleep and diarrhea.

81. This Count is alleged separately from Jones Act negligence asserted above pursuant to *Joyce v. Atlantic Richfield Company*, 651 F. 2d 676 (10th Cir. 1981), which states, in part, “Negligent failure to provide prompt medical attention to a seriously injured seaman gives rise to a separate claim for relief [for which separate damages are awardable].”

WHEREFORE, Plaintiffs and other similarly situated crew members demand judgment for all damages recoverable under the law against the Defendant and demand trial by jury.

COUNT V – JONES ACT - NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

Plaintiffs, ANDREW COLEMAN and JULIA MELIM, re-allege, adopt, and incorporate by reference the allegations in paragraphs one (1) through fifty-three (53) above, as though alleged originally herein, and further allege:

82. At all times material hereto, it was the duty of Defendant to provide Plaintiffs, ANDREW COLEMAN and JULIA MELIM, and other crew members similarly situated, with a reasonably safe place to work, which included a duty not to negligently inflict emotional distress upon them.

83. At all times material hereto, Defendant and/or its agents, servants, and/or employees acts and/or omissions caused, contributed and/or played a substantial part in bringing about Plaintiffs, ANDREW COLEMAN and JULIA MELIM’s emotional injuries for reasons that include, but are not limited to, the following

- a. Failure to use reasonable care to provide Plaintiffs with a reasonably safe place to work aboard the vessel to which they were assigned;
- b. Failing to timely repatriate Plaintiffs, ANDREW COLEMAN and JULIA MELIM, to their home countries and/or residences, as well as other similarly situated crew members, which resulted in Plaintiffs and other similarly situated crewmembers staying aboard Defendant’s vessel(s) an unreasonable amount of time, which at all

times material carried aboard other crewmembers who tested positive for COVID-19 and/or who were known to Defendant and/or other crewmembers to be infectious and/or have infectious symptoms (*e.g.* cough);

- c. Failing to reasonably segregate Plaintiffs, ANDREW COLEMAN and JULIA MELIM, and other similarly situated crewmembers who did not have COVID-19 symptoms and/or test positive for same from those crewmembers aboard the vessel(s) who did display COVID-19 symptoms and/or who tested positive for same;
- d. Failure to reasonably restrict individuals' access to the vessel (including, but not limited to RCCL's passengers, shoreside personnel, independent contractors, crew members, etc.) once RCCL acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard the vessel;
- e. Failure to reasonably examine all individuals whom Defendant permitted to board the vessel to determine whether any of them exhibited symptoms consistent with a positive COVID-19 diagnosis, including, but not limited to, determining whether any individual permitted to board the vessel exhibited symptoms of fever, cough, and/or shortness of breath;
- f. Failure to timely enact fleetwide vessel lockdowns of all non-essential personnel once RCCL acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard its vessels;
- g. Failure to timely enact physical distancing measures aboard the vessel, including, but not limited to a requirement that all shipboard individuals maintain separation of at least six (6) feet;
- h. Failure to reasonably and/or timely test all individuals whom Defendant permitted to board its cruise vessels for COVID-19 and/or those with obvious and classic COVID-19 symptoms;
- i. Failure to timely quarantine those passenger and/or crew members whom Defendant reasonably suspected had contracted COVID-19 aboard its vessel;
- j. Failure to adequately sanitize and/or disinfect the vessel's common areas, passengers' cabins and/or crew members' cabins aboard the vessels once RCCL acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard the vessel;
- k. Failure to adequately sanitize and/or disinfect plates, cups, food trays, utensils, ice machines and drinking fountains aboard the vessels once RCCL acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard the vessel;

- l. Failing to practice safe and sanitary food practices aboard the vessel;
 - m. Failure to take adequate steps to prevent an outbreak of COVID-19 aboard the vessel when Defendant knew or should have known that such outbreaks had occurred on prior cruise voyages aboard its other vessels;
 - n. Failure to have adequate policies and procedures in place to manage and/or contain the outbreak and spread of COVID-19 aboard the vessel;
 - o. Failure to provide a sanitary vessel upon which Plaintiff was assigned to work so as to prevent an outbreak of COVID-19, including, but not limited to, Defendant's inadequate and/or ineffective cleaning/sanitary procedures and/or lack of equipment and supplies;
 - p. Failure to equip the vessel and/or provide crew members with a sufficient amount cleaning and/or disinfectant equipment and/or personal protective equipment; and/or
 - q. Failure to man the vessel with a sufficient number of competent crew members responsible for cleaning and/or disinfecting the ship in view of the ongoing COVID-19 pandemic.
84. At all times material, due to the negligence and/or gross negligence of the Defendant, outlined above, Plaintiffs, ANDREW COLEMAN and JULIA MELIM were placed in an immediate risk of physical harm. Said risk of physical harm included, but was not limited to: contracting COVID-19 and/or medical complications arising from it and/or injury and/or death and/or severe emotional and/or psychological trauma.
85. More specifically, Defendant caused Plaintiffs to be placed in a foreseeable zone of risk of immediate physical impact because Defendant knew of the risks and/or dangers in connection with COVID-19, its presence and/or likely presence aboard the *Celebrity Infinity*, as well as the injuries it could cause Plaintiffs and/or other crewmembers if they physically contracted it; yet, as outlined above, Defendant carelessly failed to reasonably protect the Plaintiffs of those risks and/or dangers.
86. As a result, Plaintiffs were placed in a foreseeable zone of risk of immediate physical impact (*i.e.* physically contracting COVID-19 from other passengers and/or crew members while

aboard the vessel) as a result of Defendant's failure to timely and/or reasonably respond to the threat of a COVID-19 outbreak aboard the vessel.

87. Defendant's negligence and/or gross negligence caused mental and/or emotional harm and/or distress in the Plaintiffs, ANDREW COLEMAN and JULIA MELIM. Specifically, as a result of Defendant's careless conduct, Plaintiffs suffered the following emotional injuries: anxiety, depression, nightmares, and difficulty sleeping. Further, the emotional injuries outlined above have also resulted in physical manifestations in the Plaintiffs, such as sickness, nausea, exhaustion, fatigue, headaches and diarrhea.

WHEREFORE, Plaintiffs, ANDREW COLEMAN and JULIA MELIM, and other similarly situated crew members, demand judgment for all damages recoverable under the law against the Defendant and demand trial by jury.

Dated: June 10, 2020

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 10, 2020, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to electronically receive Notices of Electronic Filing.

By: /s/ L. Alex Perez
L. ALEX PEREZ

SERVICE LIST

Nedeltcheva v. Royal Caribbean
Case No. 20-21569-CIV-UNGARO

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