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ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 08 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By , Deputy
Steven Drew

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

FILE BY FAX
CA-RULE-2-303

AXEL FREUDMANN, and LAUREN
FREUDMANN, individually and on
behalf of all similarly situated, Class
Plaintiffs,

CASE NO.: **19STCV16053**

**PLAINTIFFS' CLASS ACTION
COMPLAINT AND DEMAND FOR
JURY TRIAL**

Plaintiffs,

vs.

VIKING RIVER CRUISES, INC d/b/a
VIKING CRUISES and VIKING
OCEAN CRUISES, a corporation for
profit; VIKING OCEAN CRUISE, LTD,
a corporation for profit, VIKING
OCEAN CRUISE II, LTD., a corporation
for profit, VIKING CRUISE, LTD., a
corporation for profit, VIKING
CRUISES USA, LTD., a corporation for
profit, VIKING RIVER CRUISE
(INTERNATIONAL) LLC, a
corporation for profit,

Defendants.

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1 4. Defendant VIKING RIVER CRUISES, INC d/b/a VIKING CRUISES
2
3 and VIKING OCEAN CRUISES was and is a for profit California Company (entity
4 number: C2221662) with its principle place of business and worldwide headquarters
5 in Los Angeles County, California.

6
7 5. Defendant VIKING OCEAN CRUISES II LTD., is a foreign company
8 registered to business in California (entity number: C4035597) with its principle place
9 of business and worldwide headquarters in Los Angeles County, California. VIKING
10 OCEAN CRUISES II LTD., is a wholly owned subsidiary of VIKING CRUISES,
11 LTD.

12
13 6. Defendant VIKING CRUISES USA, LTD., is a foreign company
14 registered to business in California (entity number: C4035598) with its principle place
15 of business and worldwide headquarters in Los Angeles County, California.

16
17 7. Defendant VIKING OCEAN CRUISES, LTD., is a foreign company
18 with its principle place of business and worldwide headquarters in Los Angeles
19 County, California. VIKING OCEAN CRUISES LTD., is a wholly owned subsidiary
20 of VIKING CRUISES, LTD.

21
22 8. Defendant VIKING CRUISES, LTD, is a foreign company with its
23 principle place of business and worldwide headquarters in Los Angeles County,
24 California.

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26 9. Defendant VIKING RIVER CRUISE (INTERNATIONAL) LLC, is a
27 foreign company with its principle place of business and worldwide headquarters in
28

1 Los Angeles County, California.

2
3 10. Defendants VIKING RIVER CRUISES, INC d/b/a VIKING CRUISES
4 and VIKING OCEAN CRUISES, VIKING OCEAN CRUISE, LTD, VIKING
5 OCEAN CRUISE II, LTD., VIKING CRUISE, LTD., VIKING CRUISES USA,
6 LTD., and VIKING RIVER CRUISE (INTERNATIONAL) LLC are collectively
7 referred to as "VIKING").
8

9 11. Defendants VIKING represents and holds itself out to the public that its
10 organization is overseen by the President and Chairman from its worldwide
11 headquarters in Los Angeles, California as well as some functions from its offices in
12 Basel, Switzerland.
13

14 12. Defendants VIKING, at all times material hereto, personally or through
15 an agent:
16

- 17 a. Operated, conducted, engaged in or carried on a business venture in this
18 state and/or county or had an office or agency in this state and/or county;
19
20 b. Was engaged in substantial activity within this state;
21
22 c. Operated vessels in the waters of this state;
23
24 d. Purposefully availed themselves of the benefits of conducting activities
25 in California by purposefully directing their activities toward the state,
26 thereby obtaining the benefits and protections of the state's laws;
27
28 e. The acts of the Defendant set out in this Complaint occurred in whole or
in part in this state and/or county.

1 follows: all passengers aboard the *Viking Sky* during the subject voyage (cruise ID
2 no.: OSK190314) wherein the Defendants negligently sailed through notoriously
3 perilous waters into the path of a Bomb Cyclone where, due to the Defendants
4 negligence, the vessel lost power leaving the vessel adrift to be battered by high seas
5 and winds as it drifted towards dangerous reefs. Defendants VIKING's knowing,
6 intentional and reckless conduct subjects Defendants to the imposition of punitive
7 damages.
8

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11 20. Plaintiffs FREUDMANN reserve the right to amend or modify the above
12 class definition with greater specificity or division into subclasses after having had an
13 opportunity to conduct discovery.
14

15 21. The class of passengers were subjected to severe distress both physical,
16 psychological and emotional; endured pain and suffering, along with physical and
17 emotional injury as a result of Defendants VIKING's negligence and/or gross
18 negligence and/or intentional conduct.
19

20 22. *Numerosity*. The members of the class are so numerous that joinder of
21 all members is impractical. The exact number of members of the class is unknown at
22 this time, but Plaintiffs FREUDMANN are informed and believe that there are
23 roughly 1,000 members of the class as there were over 1,300 passengers and crew on
24 the subject cruise.
25

26 23. *Commonality and Predominance*. There are questions of law and fact
27 common to the class, which predominate over any questions affecting individual
28

1 members of the class. The same misconduct on the part of Defendants VIKING
2 caused the same or similar injury to each class member. All class members seek
3 damages under the general maritime law of the United States for Negligence, and
4 Negligent Infliction of Emotional Distress.
5

6
7 24. *Typicality.* The claims of Plaintiffs FREUDMANN are typical of the
8 claims of the class, in that the claims of all members of the class, including Plaintiffs,
9 depend upon a virtually identical showing of the acts and omissions of Defendants
10 VIKING, giving rise to the right of Plaintiffs FREUDMANN to the relief sought
11 herein. Defendants VIKING was at all times material hereto engaged in the same
12 conduct to the detriment of the entire class of Plaintiffs.
13

14
15 25. *Adequacy.* Plaintiffs FREUDMANN are the representative party for the
16 class, and are able to, and will, fairly and adequately protect the interests of the class.
17 There is no conflict between Plaintiffs FREUDMANN and other members of the class
18 with respect to this action, or with respect to the claims for relief herein. The attorneys
19 for Plaintiffs FREUDMANN are experienced and capable in the field of maritime
20 claims for cruise ship passenger injury, including class actions, and have successfully
21 represented claimants in other litigation of this nearly exact nature. Three of the
22 attorneys designated as counsel for Plaintiffs FREUDMANN, Carol L. Finklehoffe,
23 Jason R. Margulies, and Michael A. Winkleman, will actively conduct and be
24 responsible for the case herein. Accordingly, Plaintiffs FREUDMANN are an
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1 adequate representative and will fairly and adequately protect the interests of the
2
3 Class.

4 26. *Superiority.* A class action is superior to other available methods for the
5 fair and efficient adjudication of this controversy. Since the amount of each individual
6
7 Class member's claim is small relative to the complexity of the litigation, and due to
8 the financial resources of Defendants, no Class member could afford to seek legal
9 redress individually for the claims alleged herein. Therefore, absent a class action,
10
11 Class members will continue to suffer losses and misconduct of the Defendants
12 VIKING will proceed without remedy. Even if Class members themselves could
13 afford such individual litigation, the court system could not. Given the complex legal
14 and factual issues involved, individualized litigation would significantly increase the
15 delay and expense to all parties and to the Court. Individualized litigation would also
16 create the potential for inconsistent or contradictory rulings. By contrast, a class action
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18 presents far fewer management difficulties, allows claims to be heard which might
19
20 otherwise go unheard because of the relative expense of bringing individual lawsuits,
21 and provides the benefits of adjudication, economies of scale and comprehensive
22 supervision by a single court.

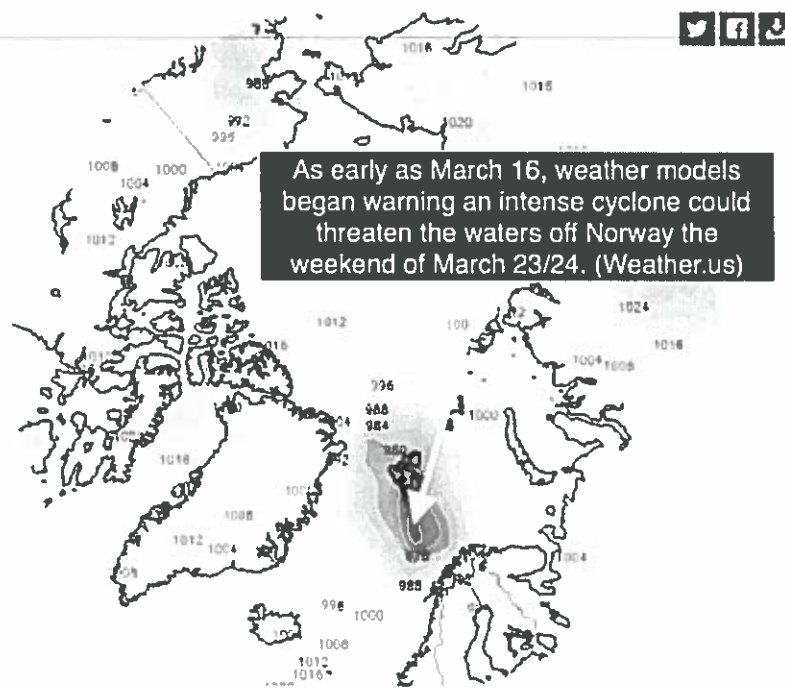
24 27. Finally, Plaintiffs FREUDMANN know of no difficulty that will be
25 encountered in the management of this litigation which would preclude its
26 maintenance as a class action.

General Allegations

28. This Class Action lawsuit involves Defendants VIKING's knowing and intentional decision to sail the *Viking Sky*, carrying roughly 1,000 paying passengers, into notoriously perilous waters and directly into the path of a massive weather event known as a Bomb Cyclone; wherein the vessel's engines, which were negligently maintained and/or were not adequately fit for such conditions, suffered a complete failure, subjecting the passengers terror and fear of imminent death when the *Viking Sky* was adrift, without power as it was battered by Storm 10 gale force winds and more than 30 foot waves, pushing the vessel perilously close to dangerous reefs.

29. Prior to disembarking Tromso, Norway on Thursday March 21, 2019, there were numerous forecasts which predicted the storm which the *Viking Sky* encountered. As early as March 16, 2019, weather models began warning of an intense cyclone threatening the waters off Norway the weekend of March 23 and 24,

2019:



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30. On March 18, 2019, Severe Weather Europe headlined the possibility of extremely severe wind gusts that could exceed 120 KPH (75mph – hurricane force winds) for areas off of western Norway:



ENH risk has been issued for the SSE Iceland with threat for severe to extremely severe wind gusts. Downslope wind gusts could locally exceed 120 km/h.

ENH / SLGT risks have been issued for the Norwegian sea into western Norway with threat for severe to extremely severe wind gusts, locally reaching 110-120 km/h.

SLGT risk has been issued for west and south Iceland into the north Atlantic with threat for severe winds in excess of 90 km/h.

31. On March 21, 2019, The Shipping Forecast predicted a cyclonic storm with gale 8 (39-46mph) force winds to storm 10 (55-63 mph) sustained wind speeds:

The Shipping Forecast @ShippingForecast · Mar 21
#SoutheastIceland: Westerly 5 to 7 backing S 4 or 5, then becoming cyclonic gale 8 to storm 10 later. Snow showers, then rain later. Mod or poor, occ very poor at first.

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32. On March 22, 2019, Severe Weather Europe was certain that extremely severe winds would push over western Norway, including the path the *Viking Sky* took, the following day, March 23, 2019:

By SWE | Severe weather outlook DAY 1 | 22 March 2019

VALID FOR 23-03-2019



ENH risk has been issued for E Iceland across the Norwegian sea into W Norway with threat for severe to extremely severe winds, locally reaching above 120 km/h.

SLGT risk has been issued for areas surrounding the ENH risk including south, central and north Iceland, Faroe islands, N Scotland, parts of Norway and NW Sweden with threat for severe winds, locally in excess of 100 km/h.

MRGL risk has been issued for NW Morocco into the extreme SW Spain with isolated threat for severe storms, capable of producing severe winds and heavy rainfall.

1 33. Despite the consensus by numerous weather forecasting agencies'
2 warning of extremely severe winds of Storm 10 gale force capabilities expected in the
3 vessel's intended and actual path, the subject vessel left for its voyage on March 21,
4 2019.



19 34. Defendants VIKING knew or should have known of these Storm 10 gale
20 force winds, but nonetheless, the *Viking Sky* left Tromso, Norway on March 21, 2019,
21 intending to sail to Stavanger, Norway, carrying more than 1,000 paying passengers.
22

23 35. After the vessel left Tromso, Norway, the passengers were not informed
24 of the severity of the weather system the cruise was intending on sailing into. In fact,
25 it wasn't until the next day when large waves were rocking the cruise ship, causing
26 passengers and crewmembers to become seasick, did the vessel alert the passengers
27
28

1 it would not be docking in Bodo, Norway. Remarkably, still nothing was mentioned
2
3 about the impending weather. Passengers had no idea they were being subjected to a
4 historic winter weather event with Storm 10 gale force winds. The only messages
5 conveyed to passengers was: "this is not a drill, go to muster stations," after the
6 vessel's engines failed.
7

8 36. As forecasted by numerous weather forecasting agencies, by the early
9 morning of Saturday, March 23, 2019, the Storm 10 gale force winds and rough seas
10 were battering the vessel so severely that passengers were unable to stand in their
11 staterooms and were being thrown out of their beds; causing various injuries to
12 passengers, including Plaintiffs FREUDMANN.
13

14 37. At approximately 1:50p.m. on March 23, 2019, while sailing through
15 waves of 30 + feet and winds exceeding hurricane strength, there was a complete
16 engine failure leaving the vessel without navigation. The loss of engines occurred in
17 an area called Hustadvika which is known for its notoriously perilous waters dotted
18 with jagged reefs and is considered one of the most dangerous parts of the Norwegian
19 Coastline.
20
21

22 38. The vessel was battered and tossed as it was pushed dangerously close
23 towards the hazardous reefs. At times the vessel listed (tilted) as far as 45 degrees
24 and passengers were tossed about like ragdolls. Accordingly, a Mayday and/or SOS
25 call was issued, and Defendants VIKING attempted to launch a high-risk evacuation
26 of the ship's 1,300 passengers and crew.
27
28

1 39. Passengers, fearing for their lives, held onto whatever they could find
2 while water rushed in through numerous other areas of the vessel. Furniture was
3 overturned and tossed throughout the vessel; broken glass littered all levels of the
4 vessel; elevators were inoperable; waves crashed through open and/or shattered
5 balcony doors.
6 balcony doors.
7



26 40. Passengers scrambled to search for life jackets as they desperately tried
27 to reach their muster stations.
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41. Over 400 passengers were airlifted hundreds of feet into a helicopter while being subjected to gusts of hurricane force winds.



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42. Hundreds of passengers, including Plaintiffs FREUDMANN, were subjected to hours of terror, unsanitary conditions, lack of ventilation, and trauma as they feared for their lives a result of the cruise traveling through extremely severe winds – all of which could have been easily avoided if Defendants VIKING simply waited to sail until after the severe winter storm passed or rerouted the ship so that the passengers were not exposed to the dangerous weather conditions. As a result of Defendant’s VIKING’s negligence, passengers sustained physical and emotional injuries.

43. Tellingly, two Hurtigruten cruise ships delayed their departure from their respective port of calls on March 22, 2019, in order to avoid sailing through the worst of the bomb cyclone the *Viking Sky* sailed through. As NEWS in ENGLISH reported:

1 **Investigation begins into cruise drama**

2 March 23, 2019

3 

4 Norway's accident investigations board and the maritime directorate have
5 already launched a probe into why all four engines stalled on the relatively new
6 cruiseship *Viking Sky* while it was crossing a stormy stretch of sea off the West
7 Coast. Questions are also flying as to why the cruiseship, with nearly 1,400
8 people on board, kept sailing from Tromsø to Stavanger during the storm that
9 prompted most other vessels to stay in port.

10 Among them were both the north- and southbound coastal voyage vessels in Norway's
11 *Hurtigruten* fleet, which plies the Norwegian coast from Bergen in the south to Kirkenes in
12 the far north, and has been sailing over the notoriously rough seas just south of Kristiansund
13 for more than a century.

14 **Hurtigruten didn't sail**

15 "Because of the bad weather, our captain chose to delay departure from Bergen by 12 hours,"
16 *Hurtigruten* spokesman Rune Thomas Ege told newspaper *Dagens Næringsliv (DN)* on
17 Monday. That meant the northbound ship would pass the rough patch at *Hustadvika* on
18 Sunday morning instead of Saturday afternoon and evening, when the storm was raging at its
19 worst.

20 The captain of *Hurtigruten*'s southbound vessel sailing towards Bergen from Trondheim
21 decided much the same: "Because of the weather forecasts, the captain chose to remain tied
22 up in Trondheim," Ege said. "We had to charter flights to get the passengers to and from
23 Bergen."

24 44. Each and all of the foregoing conditions, including but not limited to, the
25 impending dangerous weather and sea conditions, were known and/or should have
26 been known to Defendants VIKING prior to the time decision to sail on March 21,
27 2019. As such, Defendants VIKING knowingly, intentionally and recklessly decided
28 to sail directly into the path of a Storm 10 gale force storm, thereby placing the lives
at risk of each and every one of the passengers and crew aboard that ship.

COUNT I - NEGLIGENCE AGAINST ALL DEFENDANTS

Plaintiffs hereby incorporates by reference, as though fully set forth herein,
paragraphs one (1) through forty-four (44), and alleges as follows:

45. It was the duty of Defendants VIKING to provide Plaintiffs with
reasonable care under the circumstances. *Kermarec v. Compagnie Generale*

1 *Transatlantique*, 358 U.S. 625, 632, 79 S.Ct. 406, 3 L.Ed.2d 550 (1959). “The degree
2 of care considered reasonable in a particular circumstance depends upon the ‘extent
3 to which the circumstances surrounding maritime travel are different from those
4 encountered in daily life and involve more danger to the passenger.’ ” *Samuels v.*
5 *Holland American Line-USA Inc.*, 656 F.3d 948, 953(9th Cir. 2011), citing *Rainey v.*
6 *Paquet Cruises, Inc.*, 709 F.2d 169, 172 (2d Cir.1983). Where the condition leading
7 to a plaintiff’s claim is one that is commonly encountered and not unique to the
8 maritime context, a carrier must have “‘actual or constructive notice of the risk-
9 creating condition’ before it can be held liable.” *Id.* at 953, citing *Keefe v. Bahama*
10 *Cruise Line, Inc.*, 867 F.2d 1318, 1322 (11th Cir.1989). By contrast, where the risk-
11 creating condition is peculiar to the maritime context a heightened degree of
12 reasonable care under the circumstances is required. *See Catalina Cruises v. Luna*,
13 137 F.3d 1422, 1425–26 (9th Cir.1998) (concluding that “where the risk is great
14 because of high seas, an increased amount of care and precaution is reasonable”); *Kirk*
15 *v. Holland American Line*, 616 F.Supp.2d 1101, 1105 (W.D.Wash.2007) (declining
16 to conclude that risks associated with disembarkation are not unique to cruises);
17 *Kearns v. Celebrity Cruises, Inc.*, 1997 WL 729108, *2 (S.D.N.Y.1997) (holding that
18 “given the rough weather attending plaintiff’s injury, [the defendant cruiseline] owed
19 an enhanced duty of reasonable care under the circumstances to its passengers”).

20 46. Under this heightened/enhanced duty of reasonable care under the
21 circumstances, Defendants VIKING owed the Plaintiffs FREUDMANN and all
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1 others similarly situated, a duty of reasonable care under the circumstances for a
2 vessels navigating through hurricane force winds and on rough sea conditions, and to
3 keep passengers, including Plaintiffs FREUDMANN, reasonably safe from the
4 perilous conditions.
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6
7 47. On or about March 23, 2019, and continuing until March 24, 2019,
8 Defendants VIKING and/or its agents, servants, and/or employees breached its duty
9 of reasonable care under the circumstances, and the Plaintiffs FREUDMANN
10 Plaintiffs FREUDMANN and all others similarly situated, were injured due to the
11 fault and/or negligence of Defendants VIKING, and/or their agents, servants, and/or
12 employees as follows:
13

- 14 a. Failure to use reasonable care to provide and maintain a reasonably safe voyage
15 for Plaintiffs and others similarly situated;
- 16 b. Knowingly sailing the subject vessel into severe weather conditions which
17 Defendants knew or should have known about;
- 18 c. Failing to have proper policies and procedures in place to determine weather
19 conditions to be expected or encountered;
- 20 d. Failing to have proper policies and procedures in place to determine whether it
21 is reasonably safe to sail given the weather conditions to be expected or
22 encountered;
- 23 e. Deciding to sail the vessel despite severe weather warnings Defendants knew
24 or should have known about;
- 25
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- 1 f. Failing to have adequate technology capable of properly monitoring weather
2 conditions in real time;
3
4 g. Sailing the vessel into a Bomb Cyclone;
5
6 h. Sailing the vessel into 30 foot seas;
7
8 i. Failing to turn back the vessel and/or divert the vessel and/or seek safe harbor
9 when Defendants knew or should have known about the severe weather
10 conditions;
11
12 j. Failing to warn passengers of the dangers in light of the severe weather and sea
13 conditions which Defendants knew or should have known about;
14
15 k. Negligently maintaining the vessel and its engines;
16
17 l. Failure to adequately operate, maintain, inspect and/or repair the engine
18 systems on board, including the oil levels, oil tanks and/or oil alarms;
19
20 m. Exposing the vessel to weather and sea conditions with a vessel that was not
21 reasonable safe or fit for the conditions;
22
23 n. Failure to perform and/or negligent performance of an adequate pre-departure
24 inspection of the engine systems on board, including the oil levels, oil tanks
25 and/or oil alarms, before sailing the vessel in severe weather and sea conditions
26 which Defendants knew or should have known about;
27
28 o. Failure to utilize available equipment when the vessel listed/tilted so as to
promptly and adequately stabilize the vessel;
p. Failure to promulgate and/or enforce reasonable policies and procedures with

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- regard to adequately inspecting, operating, maintaining, and repairing the engine systems on board, including the oil levels, oil tanks and/or oil alarms;
- q. Failure to provide adequate training to the personnel inspecting, operating, maintaining, and repairing the engine systems on board, including the oil levels, oil tanks and/or oil alarms, so as to avoid unreasonable hazards to passengers;
 - r. Failing to promulgate and/or enforce adequate policies and procedures to prevent the vessel from sailing into an expected storm;
 - s. Failing to promulgate and or enforce adequate policies and procedures to require the vessel to divert and/or seek safe harbor when an expected storm became likely;
 - t. Failing to use reasonable care to promulgate and/or enforce adequate policies and procedures to ensure that the vessel was operated in a safe weather condition;
 - u. Negligently exposing its passengers to Bomb Cyclone weather conditions;
 - v. Failure to provide adequate training, instruction, and supervision to the captain and crew;
 - w. Failure to promulgate and/or enforce adequate policies and procedures to ensure that safety would not be compromised for cost and/or profits;
 - x. Failure to adequately maintain, inspect, and/or repair the *Viking Sky*, its engines and machinery, so as to prevent the failure of shipboard systems necessary to ensure the reasonable safety of its passengers;

- 1 y. Failure to affirmatively disclose to the Plaintiffs that the vessel experienced a
2 technical issue that could cause prolonged and extreme listing/tilting;
3
4 z. Failure to adequately inspect the *Viking Sky*, its engines, machinery, and
5 sanitary systems so as to prevent the failure of shipboard systems necessary to
6 ensure the reasonable safety of its passengers;
7
8 aa. Failure to promulgate policies and/or procedures aimed at preventing the failure
9 of shipboard systems necessary to ensure the reasonable safety of its
10 passengers;
11
12 bb. Failure to promulgate policies and/or procedures aimed at ensuring a
13 reasonable emergency plan to protect the health and welfare of passengers
14 during an emergency;
15
16 cc. Failure to determine and/or appreciate the hazards associated with operating
17 the subject vessel's propulsion system in severe weather conditions the
18 Defendants knew or should have known about;
19
20 dd. Knowing, as a result of previous similar incidents, of the likelihood of a threat
21 to passenger safety resulting from all of the above, yet failing to take corrective
22 action and/or implement policies and procedures aimed at preventing and/or
23 mitigating the harmful effects of the of the subject incident;
24
25 ee. Failure to promulgate adequate storm avoidance policies aimed at ensuring the
26 safety of passengers;
27
28 ff. Failure to employ an in-house meteorological staff tasked with monitoring

1 storms and/or sea conditions to ensure the safety of passengers.

2
3 48. At all material times, Defendants VIKING had exclusive custody and
4 control of the vessel, *Viking Sky*.

5
6 49. Defendants VIKING knew of the foregoing conditions causing injury to
7 the Plaintiffs FREUDMANN and did not correct them, or the conditions existed for a
8 sufficient length of time so that Defendants in the exercise of reasonable care under
9 the circumstances should have learned of them and corrected them.

10
11 50. As a result of the negligence of Defendants VIKING, Plaintiffs
12 FREUDMANN, were injured about their body and extremities, suffered both physical
13 pain and suffering, mental and emotional anguish, loss of enjoyment of life, temporary
14 and/or permanent physical disability, impairment, inconvenience in the normal
15 pursuits and pleasures of life, feelings of economic insecurity, disfigurement,
16 aggravation of any previously existing conditions therefrom, incurred medical
17 expenses in the care and treatment of their injuries including life care, suffered
18 physical handicap, lost wages, income lost in the past, and their working ability and
19 earning capacity has been impaired. The injuries and damages are permanent or
20 continuing in nature, and Plaintiffs will suffer the losses and impairments in the future.
21 In addition, Plaintiffs lost the benefit of their vacation, cruise, and transportation costs.

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23
24 **WHEREFORE** the Plaintiffs demand judgment for all damages recoverable
25 under the law against the Defendant, including punitive damages as permitted by law
26 and demand trial by jury.
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1 **COUNT II – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

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3 Plaintiffs hereby incorporates by reference, as though fully set forth herein,
4 paragraphs one (1) through forty-four (44), and alleges as follows:

5 51. At all times material, due to the negligence and/or gross negligence
6 and/or intentional conduct of the Defendants, Plaintiffs FREUDMANN were placed
7 in an immediate risk of physical harm. Said risk of physical harm included but is not
8 limited to: injury and/or death and/or severe emotional and/or psychological trauma.
9

10
11 52. Defendants' VIKING negligence and/or gross negligence and/or
12 intentional conduct caused severe mental and/or emotional harm and/or distress in the
13 Plaintiffs FREUDMAN, such as fear of imminent death and anxiety. These emotional
14 injuries and/or damages have also resulted in physical manifestations, such as
15 sickness, nausea, exhaustion, fatigue, headaches, insomnia, lack of sleep, poor sleep
16 and nightmares.
17

18
19 53. During the time period alleged in the Complaint, Plaintiffs
20 FREUDMAN, and those similarly situated, were subjected to the vessel's prolonged
21 listing, violently side to side, waves crashing into the side and breaking glass
22 windows, water flooding into the vessel and were subjected to the violent storm
23 causing a reasonable fear of imminent death and the sinking of the vessel.
24

25 54. Plaintiffs FREUDMAN aboard the *Viking Sky* were placed in the zone
26 of danger as a result of the violent storm. Each Plaintiff was in close proximity to
27 conditions which did cause or could have caused serious physical, mental and/or
28

1 emotional injury and/or illness.

2
3 55. Plaintiffs' FREUDMANN fear of death and experience of mental,
4 emotional and/or physical harm were genuine and well founded and Plaintiffs suffered
5 mental or emotional harm (such as fright and anxiety) that was caused by the
6 negligence of Defendant VIKING. This fright and anxiety has further manifested
7 itself as multiple physical symptoms experienced by the Plaintiffs FREUDMANN,
8 including but not limited to insomnia, depression, anxiety, nightmares, and dizziness.

9
10 56. As a result of the negligence of Defendants VIKING, Plaintiffs
11 FREUDMANN, were injured about their body and extremities, suffered both physical
12 pain and suffering, mental and emotional anguish, loss of enjoyment of life, temporary
13 and/or permanent physical disability, impairment, inconvenience in the normal
14 pursuits and pleasures of life, feelings of economic insecurity, disfigurement,
15 aggravation of any previously existing conditions therefrom, incurred medical
16 expenses in the care and treatment of their injuries including life care, suffered
17 physical handicap, lost wages, income lost in the past, and their working ability and
18 earning capacity has been impaired. The injuries and damages are permanent or
19 continuing in nature, and Plaintiffs will suffer the losses and impairments in the future.
20 In addition, Plaintiffs lost the benefit of their vacation, cruise, and transportation costs.

21
22 **WHEREFORE** the Plaintiffs demand judgment for all damages recoverable
23 under the law against the Defendant, including punitive damages as permitted by law
24 and demand trial by jury.

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Prayer for Relief

WHEREFORE, the Plaintiffs FREUDMANN respectfully request the Court enter judgment in her favor and against the Defendants VIKING as follow:

1. To enter judgment in favor of the Plaintiffs against Defendants on all causes of action as alleged herein;
2. To award compensatory damages in the amount to be ascertained at trial;
3. To award punitive damages, as permitted by law;
4. To award costs of suit, as permitted by law;
5. For prejudgment interest according to proof; and
6. To enter such other and further relief as the Court deems just under the circumstances.

LIPCON MARGULIES ALSINA & WINKLEMAN

DATED: May 8, 2019.

BY: s/ Carol L. Finklehoffe
CAROL L. FINKLEHOFFE
Attorney for Plaintiff

Demand for Jury Trial

Plaintiffs FREUDMANN hereby demand a trial by jury on all claims for relief.

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LIPCON MARGULIES ALSINA & WINKLEMAN

DATED: May 8, 2019.

BY: s/ Carol L. Finklehoffe
CAROL L. FINKLEHOFFE
Attorney for Plaintiff