

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

CASE NO.:

FNU ISANTO, as Personal Representative of the Estate of
FNU PUJIYOKO, deceased.

Plaintiff,

v.

ROYAL CARIBBEAN CRUISES, LTD.,

Defendant.

_____ /

SEAMAN'S COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff, ISANTO, as personal representative of the estate of FNU PUJIYOKO, deceased, and sues the Defendant, ROYAL CARIBBEAN CRUISES, LTD., and for good cause alleges as follows:

PARTIES AND JURISDICTION

1. Decedent, FNU PUJIYOKO ("Decedent"), was a citizen of Indonesia.
2. Plaintiff, ISANTO ("Plaintiff"), is Decedent's father and a citizen of Indonesia. Decedent is not survived by any children.
3. Defendant, ROYAL CARIBBEAN CRUISES, LTD. ("RCCL"), is a foreign entity incorporated in the Republic of Liberia, with its principal place of business in Miami, Florida.
4. Defendant, at all times material hereto, personally or through an agent;
 - a. Operated, conducted, engaged in or carried on a business venture in this state and/or county or had an office or agency in this state and/or county;
 - b. Were engaged in substantial 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.

5. Defendant is subject to the jurisdiction of the courts of this state.

6. The matter in controversy exceeds the required jurisdictional amount, exclusive of interest and costs.

7. The causes of action asserted in this Complaint arise under the Jones Act, 46 U.S.C. § 30104, the General Maritime Law of the United States, and any other applicable wrongful death or survival act.

8. At all times material hereto, Defendant owned, operated, managed, maintained and/or controlled the *Symphony of the Seas* (hereinafter the “vessel”). This vessel has a flag of convenience.

9. At all times material hereto, the *Symphony of the Seas* was operational as a vessel and capable of navigation.

10. Decedent was a “seaman” aboard the *Symphony of the Seas*¹ to which he was 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.

11. Decedent was a crewmember who worked for Defendant aboard Defendant’s *Symphony of the Seas* (also referred to as “subject vessel”) and who contracted SARS-CoV-2 (hereinafter “COVID-19”) and/or was at a heightened risk of exposure while working aboard Defendant’s vessel and/or as a result of Defendant’s careless conduct alleged herein.

12. On or about July 26, 2019, Decedent entered into an employment contract and/or Collective

¹ As of November 25, 2015, Decedent had entered into employment contracts with RCCL for ship assignments.

Bargaining Agreement (“CBA”) with RCCL in Miami, FL for the *Symphony of the Seas* with a projected end date of March 21, 2020.

13. Just shy of the projected end date for Decedent’s last employment contract, or about March 13, 2020, RCCL terminated Decedent’s contract. Therefore, no arbitration provision in Decedent’s employment contract and/or CBA is applicable because Decedent’s contract had expired.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

14. On or about July 27, 2019, Decedent began another contract assignment aboard the *Symphony of the Seas*, which was terminated on or about March 13, 2020 despite a projected end date of March 21, 2020.

15. On March 14, 2020, passengers aboard the *Symphony of the Seas* were disembarked in Miami, Florida as a result of COVID-19.

16. Between March 14, 2020 and March 28, 2020, Decedent along with other crewmembers were permitted to roam free aboard the *Symphony of the Seas* without physical limitations or restrictions.

17. Specifically, from March 14, 2020 until March 28, 2020, crewmembers were encouraged to attend parties, shows, events and activities that took place aboard the ship which required crewmembers to be in close proximity, crowded spaces and stand in long lines. See below:

DON'T MISS THE EVENTS!				
CREW HAPPENINGS AT A GLANCE - MARCH 21ST - MARCH 27TH, 2020				
	SPOTLIGHT	NOTEWORTHY	F&B HIGHLIGHTS	CONCESSION HIGHLIGHTS
SAT 1 SATURDAY MARCH 21ST at Sea	5:00 pm - 10:00 PM 7:00 pm - Dress Your BHC Party w/ by-a-theory O/S DJ/hosts	Alysa & Flowerider 6:00 pm - Archery Competition	1:00 pm - Italian Food Cooking Demo Lizard open for dinner	2:00 pm - 5:00 pm - Photo Retail Crew Event
SAT 2 SUNDAY MARCH 22ND at Sea	2:00 pm - HUSH Silent Disc Boardwalk Party	Aqua Aerobics Flowerider & Rock Wall Laser Tag	8:00 pm - Wonderful Cocktail Making Class Chess table open for dinner	2:00 pm - 5:00 pm - Photo Retail Crew Event 3:30 pm - 6:30 pm - Crew Retail Sale
SAT 3 MONDAY MARCH 23RD at Sea	8:00 pm - Pub Trivia (Forms of 5) 9:00 pm - Wine & Chinese Night	Flowerider & Zipline Laser Tag Escape the Italian Karaoke	1:00 pm - Handcraft Pasta Cooking Demo Pizzeria open for dinner	3:30 pm - 6:30 pm Crew Retail Sale

(Photograph of crew events flyer for “crew happenings” aboard the *Symphony of the Seas*)



(Photograph of crewmembers aboard the *Symphony of the Seas*)

18. While aboard the *Symphony of the Seas*, Decedent:
- a. On March 23, 2020, had flu-like symptoms including, but not limited to, feeling feverish and having body aches; was diagnosed with a fever when he reported to the medical facility.

- b. On March 24, 2020, had a continued fever, a sore throat, body aches, and headaches; was diagnosed with Influenza A when he reported to the medical facility.
 - c. On March 25, 2020, had a continued fever when he reported to the medical facility.
 - d. On March 26, 2020, was still coughing when he reported to the medical facility.
 - e. On March 27, 2020, had a dry cough and not feeling well when he reported to the medical facility.
 - f. On March 28, 2020, had a fever, dry cough, and shortness of breath; was diagnosed with pneumonia; and relied on oxygen supplementation at the medical facility.
 - g. On March 29, 2020, was admitted to the ICU for continuation of care regarding his severe pneumonia and cough; was diagnosed with coronavirus (COVID-19).
 - h. On March 30, 2020, continued with pneumonia and a cough; was diagnosed with acute respiratory distress syndrome.
19. On or about March 30, 2020 in the early evening, Decedent was medically disembarked from the *Symphony of the Seas* and transferred via life boat and ambulance to Broward Health Medical Center.
20. On April 1, 2020, Decedent was sedated requiring oxygen supplementation, hypoxic, and continued with a fever and bilateral pneumonia. He was also diagnosed with acute respiratory failure.
21. By April 6, 2020, Decedent was profoundly hypoxic on maximum ventilator support, suffering from a severe anoxic brain injury, and deemed terminally ill.
22. On or about April 11, 2020, Decedent died in Broward Hospital.
23. This lawsuit deals with Defendant, RCCL's careless and continuous failure to protect its

crewmembers assigned to work aboard the vessels from COVID-19 – despite RCCL 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) RCCL allowed aboard the vessels and/or actively granted access to same.²

24. Despite having notice that COVID-19 was and/or likely was present aboard the vessels, RCCL 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 social distancing measures aboard the vessels.

25. Instead, in an alarming lack of urgency, RCCL has 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. RCCL’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.

26. The dangerous conditions associated with COVID-19 include its manifestations – severe pneumonia, acute respiratory distress syndrome (ARDS), septic shock and/or multi-organ failure³ – and/or its symptoms – fever, dry cough, and/or shortness of breath⁴ – as well as the high fatality

² 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”).

³ See Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order*, https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf.

⁴ 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*

rate associated with contracting the virus.⁵ 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.⁶

27. As a result of its careless conduct further detailed below, RCCL negligently exposed and is currently exposing thousands of its crewmembers to COVID-19. Such harm includes, but is not limited to, these crewmembers suffering from lung injuries caused by COVID-19 and/or permanently reduced lung capacity, complications and/or further injury/ies caused by contracting COVID-19 in conjunction with pre-existing illness and/or medical conditions and/or death.⁷

Background on the worldwide spread of COVID-19

28. 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.

29. There have been over one million confirmed cases and over seventy thousand deaths worldwide as a result of the COVID-19 pandemic.

30. 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*,

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

⁵ 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).

⁶ Popular Science, *COVID-19 Contagiousness*, <https://www.popsci.com/story/health/how-diseases-spread/>.

⁷ See South China Morning Post, *Coronavirus*, <https://www.scmp.com/news/hong-kong/health-environment/article/3074988/coronavirus-some-recovered-patients-may-have>; Deutsche Welle, *COVID-19*, <https://www.dw.com/en/covid-19-recovered-patients-have-partially-reduced-lung-function/a-52859671>.

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.

31. In view of the fact that Defendant, RCCL, 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, RCCL, 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 its all but certain presence aboard Defendant's vessels at that time.

32. This Memorandum provided cruise vessel operators, like RCCL, 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>.

33. Defendant, RCCL, and the cruise industry at large, received an early, dire 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*.

34. 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.⁸ Seven of the *Diamond Princess*' passengers ultimately died as a result of COVID-19 exposure aboard the vessel.

35. The cruise industry received yet another ominous 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.

36. 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.

37. 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."**⁹

⁸ 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).

⁹ 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->

38. On or about March 14, 2020, the CDC issued its first No Sail Order.¹⁰ 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. 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.”
- “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).

[considerations/cruise-ship-passengers.html?fbclid=IwAR23mRlu4-382HLuSM8i0KWQBSaZ4heDnigmxR3kBR6e2EgWiKr6B0EseM.](https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf)

¹⁰ See Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order* https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf.

39. Outlined below is a timeline of events relevant to this lawsuit against RCCL. More specifically, this timeline supports RCCL having actual knowledge of the dangerous conditions and/or explosive contagiousness associated with COVID-19 aboard the subject vessels at the time Decedent (i.e., a RCCL crewmember) contracted COVID-19:

- 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 diagnosis 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 23, 2020 (Oasis of the Seas) – RCCL received notice that a Chinese woman aboard the *Oasis of the Seas* had flu-like symptoms. In response, RCCL triggers Outbreak Prevention Plan Level 2 aboard the vessel. RCCL crew members also receive a strange instruction to disinfect their work areas every hour.
- h. 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.
- i. February 2, 2020 – China reports 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 (*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.
- l. 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.¹¹
- m. February 21, 2020 (*Grand Princess*) – The *Grand Princess* embarks 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.
- n. 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.
- o. On or about February 29, 2020 (*Majesty of the Seas*) – A passenger(s) aboard the *Majesty of the Seas* develops symptoms consistent with a positive COVID-19 diagnosis and upon information and belief presents their symptoms to the ship’s medical center; that same passenger(s) later tests positive for COVID-19.¹²
- p. On or about February 29, 2020 (*Oasis of the Seas*) – A passenger(s) aboard the *Oasis of the Seas* develops symptoms consistent with a positive COVID-19 diagnosis and upon information and belief presents their symptoms to the ship’s medical center; that same passenger(s) later tests positive for COVID-19.¹³
- q. 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

¹¹ 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>.

¹² 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>.

¹³ 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>.

(45%). Many passengers ultimately refused COVID-19 testing so that they could disembark and travel to the safety of their homes quicker.

- r. **March 7, 2020 (*Symphony of the Seas*) – A passenger (or passengers) aboard the vessel was/were suffering from COVID-19 symptoms. International voyage for this vessel was cancelled after the CDC was notified of positive COVID-19 cases for travelers aboard this vessel.**¹⁴
- s. March 11, 2020 (*Oasis of the Seas*) – RCCL triggers Outbreak Prevention Plan Level 3 aboard the *Oasis of the Seas*; shipboard management expresses that this increased cautionary measure is in direct response to the potential threat of COVID-19 aboard the vessel.
- t. **March 13, 2020 (*Royal Caribbean*) – Royal Caribbean suspends all of its future cruises, including those associated with its subsidiary companies, such as Celebrity.**
- u. **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.**¹⁵
- v. **March 14, 2020 (*Symphony of the Seas*) – Passengers aboard the *Symphony of the Seas* disembark in Miami, Florida; however, after this time, RCCL management continued to hold large in-person meetings amongst crew members and failed to implement social distancing requirements/guidelines aboard the vessel.**
- w. On or about March 15, 2020 (*Liberty of the Seas*) – A passenger(s) aboard the *Liberty of the Seas* develops symptoms consistent with a positive COVID-19 diagnosis and upon information and belief presents their symptoms to the ship's medical center; that same passenger(s) later tests positive for COVID-19.¹⁶
- x. March 15, 2020 (*Oasis of the Seas*) – Despite RCCL suspending future cruise operations, crew member Dexter Joyosa boards the *Oasis of the Seas* to commence his employment term.
- y. March 16, 2020 (*Liberty of the Seas* and *Oasis of the Seas*) – RCCL management

¹⁴ 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>

¹⁵ See Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order* https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf.

¹⁶ 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>.

holds large crew meetings in the large theaters aboard, including but not limited to, the *Liberty of the Seas* and *Oasis of the Seas*.

- z. March 17, 2020 (*Liberty of the Seas* and *Oasis of the Seas*) – RCCL management holds a large St. Patrick’s Day crew parties with more than 1,000 crew members in attendance aboard the *Liberty of the Seas* and *Oasis of the Seas* (and potentially other RCCL vessels as well). During this time and over the next several days, RCCL continued to mandate crew members’ participation in mandatory crew drills aboard the vessels and served crew members meals in large buffet settings in which they also ate meals in close quarters together.
 - aa. March 23, 2020 (*Celebrity Apex*) – News spread around the *Celebrity Apex* that seven (7) crewmembers aboard the vessel had tested positive for COVID-19.
 - bb. March 28, 2020 (*Oasis of the Seas*) – A crew members aboard the *Oasis of the Seas* tests positive for COVID-19.
 - cc. **March 29, 2020 (*Symphony of the Seas*) – RCCL management, for the first time, implements a social distancing requirement aboard the *Symphony of the Seas*.**
 - dd. April 6, 2020 (*Celebrity Apex*) – Approximately three hundred and fifty (350) crewmembers working aboard the *Celebrity Apex* test 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.
 - ee. April 6, 2020 (*Oasis of the Seas*) – Over 100 crew members test positive for COVID-19 aboard the *Oasis of the Seas*.
 - ff. April 9, 2020 – The CDC issued its second No Sail Order.¹⁷
 - gg. April 18, 2020 (*Oasis of the Seas*) – Dexter Joyosa, a crew member aboard the *Oasis of the Seas*, dies from COVID-19 – despite boarding the ship on March 15, 2020.
 - hh. April 18, 2020 (*Oasis of the Seas*) – Iputu Sugiarta, a crew member aboard the *Oasis of the Seas*, dies from COVID-19 – despite boarding the ship on March 15, 2020.
40. Based on the foregoing timeline of relevant events, RCCL knew or should have known of the dangerous conditions and/or explosive contagiousness associated with COVID-19 aboard the

¹⁷ 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.

subject vessels as early as February 13, 2020 when the CDC published its *Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019* and/or as late as March 14, 2020 when a passenger(s) aboard the *Symphony of the Seas* complained of flu-like symptoms consistent with a COVID-19 diagnosis.

41. At all times material hereto, Decedent was a crewmember who worked for Defendant aboard Defendant's vessel and who contracted COVID-19 and/or was at a heightened risk of exposure while working aboard Defendant's vessel and/or as a result of Defendant's careless conduct alleged herein.

42. The Plaintiff in this action represents the Decedent who worked aboard Defendant's cruise vessels and was 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 Defendant's vessel, as early as February 13, 2020 when the CDC published its *Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019* and/or as late as March 14, 2020 when a passenger(s) aboard the *Symphony of the Seas* complained of flu-like symptoms consistent with a COVID-19 diagnosis.

43. Decedent contracted COVID-19 and/or suffered medical complications arising from it and/or became more susceptible and/or vulnerable to other illness and/or medical conditions, including pre-existing illness and/or medical conditions, and was injured about his body and/or extremities, suffered physical pain and suffering, mental anguish, reduced lung function and/or capacity, and death as a result of Defendant's negligence and/or gross negligence and/or intentional conduct.

COUNT I – JONES ACT (WRONGFUL DEATH)

Plaintiff re-alleges, incorporates by reference, and adopts paragraphs one (1) through forty-three (43) above as though originally alleged herein.

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

45. 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 Decedent's injuries and death for reasons that include, but are not limited to, the following:

- a. Failure to use reasonable care to provide Decedent with a reasonably safe place to work aboard the subject vessel to which he was assigned;
- b. Failure to reasonably restrict Decedent's access to the subject vessel given his known medical history of acute upper respiratory infection(s) once RCCL acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard its vessels;
- c. Failure to reasonably restrict individuals' access to the vessel (including, but not limited to RCCL's passengers, shoreside personnel; independent contractors, crewmembers, etc.) once RCCL acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard its vessels;
- d. Failure to reasonably examine all individuals whom Defendant permitted to board the vessels 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;
- e. 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; e.g., between March 21-27, 2020, when RCCL required crew members to attend events such as including but limited to parties, shows, and activities aboard the *Symphony of the Seas* wherein crewmembers were served food while standing in large buffet lines and later ate dinner together, and perform crew drills aboard the vessel;
- f. Failure to timely enact fleetwide vessel social distancing measures, including, but not limited to a requirement that all shipboard individuals maintain separation of at least six (6) feet;

- g. Failure to reasonably test all individuals whom Defendant permitted to board its cruise vessels, including, but not limited to, the *Symphony of the Seas* for COVID-19 and/or those with classic COVID-19 symptoms;
- h. Failure to timely quarantine those passenger and/or crewmembers whom Defendant reasonably suspected had contracted COVID-19 aboard its vessels;
- i. Failure to reasonably and/or timely identify passengers and/or crewmembers who recently traveled to COVID-19 high risk/exposure locations before permitting them to board the vessels;
- j. Failure to adequately warn crewmembers before they boarded the vessels and/or anytime during cruising aboard the vessels that a passenger(s) on a prior cruise showed symptoms and/or tested positive for COVID-19; and/or
- k. Failure to sufficiently warn crewmembers working aboard the vessels of the dangers and/or risks of COVID-19 and/or other related infectious disease, including, but not limited to, failing to inform the crewmembers of the extent of the prior COVID-19 outbreaks and/or risks and/or symptoms aboard the vessels;
- l. Failure to reasonably educate 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 vessels;
- m. Failure to adequately sanitize and/or disinfect the vessels' common areas, passengers' cabins and/or crewmembers' cabins aboard the vessels once RCCL acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard its vessels;
- n. 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 its vessels;
- o. Failing to practice safe and sanitary food practices aboard the vessels;
- p. Failure to take adequate steps to prevent an outbreak of COVID-19 and/or virus and/or infectious disease aboard Defendant's vessels when Defendant knew or should have known that such outbreaks had occurred on prior cruise voyages aboard its other vessels;
- q. 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 vessels;

- r. Failure to provide sanitary vessels upon which Decedent was assigned to work so as to prevent outbreaks of COVID-19 and/or virus and/or infectious diseases, including, but not limited to, Defendant's inadequate and/or ineffective cleaning/sanitary procedures and/or lack of equipment and supplies;
- s. Failure to equip the vessels and/or provide crewmembers with a sufficient amount cleaning and/or disinfectant equipment and/or personal protective equipment; and/or
- t. 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.

46. The above acts and/or omissions caused and/or contributed to Decedent contracting COVID-19 and/or other virus and/or medical complications, sustain personal injuries and death.

47. At all times material hereto, Defendant knew or should have known of the foregoing conditions which caused and/or resulted in Decedent's injuries and death 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.

48. As a result of Defendant's negligence, Decedent contracted COVID-19, became more susceptible and/or vulnerable to other illness and/or medical conditions, including pre-existing illness and/or medical conditions, was injured about his body and/or extremities, and consequently died. Decedent also suffered physical pain and suffering, mental anguish, reduced lung function and/or capacity, physical and/or functional disability, physical and/or functional impairment, and/or aggravation of any previously existing condition(s). As a result, Decedent's life expectancy was significantly reduced.

WHEREFORE, Plaintiff demands judgment for all damages recoverable under the law against the Defendant and demand trial by jury.

COUNT II – UNSEAWORTHINESS

Plaintiff re-alleges, incorporates by reference, and adopts paragraphs one (1) through forty-three (43) above as though originally alleged herein.

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

50. At all times material hereto, Defendant's vessel was unseaworthy and such unseaworthiness was a legal cause of injury and death to the Decedent by reasons that include, but are not limited to, the following:

- a. The vessel was not reasonably fit for its intended purpose;
- 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 vessels (including, but not limited to RCCL's passengers, shoreside personnel; independent contractors, crewmembers, etc.) once RCCL acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard its vessels;
- d. The vessel failed to have and/or enforce means to reasonably examine all individuals whom Defendant permitted to board the vessels 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;
- e. The vessel failed to have and/or enforce means to timely enact a vessel-wide 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; e.g., between March 21-27, 2020, when RCCL required crew members to attend events such as including but limited to parties, shows, and activities aboard the *Symphony of the Seas* wherein crewmembers were served food while standing in large buffet lines and later ate dinner together, and perform crew drills aboard the vessel;
- f. The vessel failed to have and/or enforce means to timely enact vessel-wide social 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 passenger

and/or 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 passengers and/or 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 classic COVID-19 symptoms;
- j. The vessel failed to have and/or enforce means to reasonably educate crewmembers 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. 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 virus and/or infectious disease;
- l. The vessel was not sanitary to the extent necessary to prevent outbreaks of COVID-19 and/or virus and/or infectious diseases, including, but not limited to, 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 were 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.

51. The above acts and/or omissions caused and/or contributed to Decedent aboard Defendant's vessel to contract COVID-19 and/or other virus and/or medical complications, sustain personal injuries and death.

52. At all times material hereto, Defendant knew or should have known of the foregoing conditions which caused and/or resulted in Decedent's injuries and death 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.

53. As a result of Defendant's unseaworthiness of the vessel, Decedent contracted COVID-19, became more susceptible and/or vulnerable to other illness and/or medical conditions, including pre-existing illness and/or medical conditions, was injured about his body and/or extremities, and consequently died. Decedent also suffered physical pain and suffering, mental anguish, reduced lung function and/or capacity, physical and/or functional disability, physical and/or functional impairment, and/or aggravation of any previously existing condition(s). As a result, Decedent's life expectancy was significantly reduced.

WHEREFORE, Plaintiff demands judgment for all damages recoverable under the law against the Defendant and demand trial by jury.

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

Plaintiff re-alleges, incorporates by reference, and adopts paragraphs one (1) through forty-three (43) above as though originally alleged herein.

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

55. At all times material hereto, Defendant, through its employees, agents, the shipboard and/or shoreside physicians and/or nurses, negligently failed to provide Decedent with prompt, proper, and adequate medical care. Defendant's acts and/or omissions, as outlined below, caused, contributed and/or played a substantial part in bringing about Decedent's injuries and death. Defendant's negligent acts/omissions include, but were limited to:

- a. Failure to promptly, properly, and adequately restrict Decedent's access to the subject vessel given his known medical history of acute upper respiratory infection(s) once RCCL acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard its vessels;
- b. Failure to promptly, properly, and adequately diagnose and/or treat Decedent's COVID-19 diagnosis once Defendant became aware of his symptoms and/or

diagnosis;

- c. Failure to select, retain and/or utilize competent, skilled and properly trained medical care providers on board the vessel and shoreside to provide Decedent with prompt, proper and adequate medical care;
- d. Failure to utilize proper and adequate medical equipment to provide Decedent with proper and adequate medical care;
- e. Failure to properly medically manage Decedent's COVID-19 diagnosis once Defendant became aware of his symptoms and/or diagnosis;
- f. Failure to timely disembark Decedent to provide them prompt, proper, and adequate medical treatment ashore without delay;
- g. Defendant's failure to reimburse and/or failure to timely reimburse Decedent for his out-of-pocket medical expenses;
- h. Defendant's failure to authorize and/or failure to provide Decedent with prompt shoreside medical care; and/or
- i. Defendant prematurely terminating Decedent's medical care before they achieved MMI and/or MMC.

56. The above acts and/or omissions caused and/or contributed to Decedent aboard Defendant's vessel to contract COVID-19 and/or other virus and/or medical complications, sustain personal injuries and death.

57. At all times material hereto, Defendant knew or should have known of the foregoing conditions which caused and/or resulted in Decedent's injuries and death 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 direct and proximate result of Defendant's acts and/or omissions, as outlined above, Decedent suffered additional pain, disability and ultimately death. Decedent contracted COVID-19, became more susceptible and/or vulnerable to other illness and/or medical conditions, including pre-existing illness and/or medical conditions, was injured about his body and/or

extremities, and consequently died. Decedent also suffered physical pain and suffering, mental anguish, reduced lung function and/or capacity, physical and/or functional disability, physical and/or functional impairment, and/or aggravation of any previously existing condition(s). As a result, Decedent's life expectancy was significantly reduced.

59. 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, Plaintiff demands judgment for all damages recoverable under the law against the Defendant and demand trial by jury.

COUNT IV – FAILURE TO PROVIDE MAINTENANCE AND CURE

Plaintiff re-alleges, incorporates by reference, and adopts paragraphs one (1) through forty-three (43) above as though originally alleged herein.

60. On or about the above-referenced dates, Decedent while in the service of the *Symphony of the Seas* vessel and member of the vessel's crew, was injured and ultimately died.

61. As a seaman, Decedent was entitled to under the general maritime law to receive maintenance and cure from Defendant until he was declared to have reached maximum possible cure.

62. Defendant's willfully and callously delayed, failed and refused to provide Decedent with his entire maintenance and cure.

63. Defendant's failure to provide Decedent with his maintenance and cure was willful, arbitrary, capricious, and in callous disregard of his rights as a seaman. As such, decedent is entitled to exemplary damages and attorney's fee under the General Maritime Law.

64. As a result of Defendant's failure to provide Decedent with maintenance and cure, Decedent suffered physical pain, mental anguish, bodily injury, loss of enjoyment of life, disability, disfigurement, aggravation of any previously existing conditions therefrom, physical handicap, lost wages, earning capacity, aggravation of existing injuries, and ultimately suffered his untimely death.

65. The Estate of FNU PUJIYOKO and his survivors are entitled to all damages allowed by applicable law, including but not limited to decedent's estate suffered the loss of the net accumulations that decedent would have obtained had he lived to his normal life expectancy, as well as the cost of his funeral expenses; mental pain and suffering, loss of support and services, loss of companionship, instruction, nurture and guidance.

WHEREFORE, Plaintiff demands judgment for all damages, *including punitive damages*, recoverable under the law against the Defendant and demand trial by jury.

Dated: May 4, 2020

Respectfully submitted,

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