

STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL

IN THE MATTER OF:  
CARNIVAL CRUISE LINES

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CASE NOS: L96-3-1148  
L07-3-1172

**AMENDMENT TO ASSURANCE OF VOLUNTARY COMPLIANCE**

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act, in 1996 the OFFICE OF THE ATTORNEY GENERAL caused an inquiry to be made into potentially confusing advertising and marketing practices of the cruise industry, of which CARNIVAL CRUISE LINE ("Carnival") was a member. That inquiry resulted in Carnival entering into an Assurance of Voluntary Compliance in 1997 (the "Assurance"). The Office of the Attorney General and Carnival agreed in the Assurance, and continue to agree, that consumers should be able to compare cruise line fares on a reasonably consistent basis. Circumstances have arisen that require the amendment of the Assurance to provide for certain contingencies not anticipated or contemplated in 1996 and 1997. Accordingly, this Amended Assurance is made for the purpose of addressing those contingencies and assisting the Office of the Attorney General and the consumers of Florida without any admission or contention that Carnival has violated the law or the Assurance, and without prejudice to Carnival's position in any pending or future litigation with third parties. This Amended Assurance is entered into pursuant to the authority vested in the Office of the Attorney General under Section 501.207(6), Florida Statutes.

The Assurance is therefore hereby amended as follows:

1. Section II.1. is amended to read "THE PARTIES AGREE that Carnival shall not charge customers any fees or charges for their cruise ticket in addition to the advertised cruise

fare price other than fees or charges imposed by a governmental or quasi-governmental authority and a fuel supplement charge. Other than a fuel supplement charge, all nongovernmental and nonquasi-governmental charges or fees for the cruise ticket shall be included in the advertised cruise price.”

2. Section II.2. is amended to read “THE PARTIES FURTHER AGREE that with the exception of a fuel supplement charge, any charges collected by Carnival for the cruise ticket in addition to the advertised cruise fare price shall be remitted to a governmental or quasi-governmental authority.”

3. THE PARTIES AGREE that Carnival will clearly and conspicuously disclose the fuel supplement charge by placing the amount and frequency of the fuel supplement charge directly above, beneath, or next to the cruise fare price, and above or before the governmental or quasi-governmental imposed fees or charges. Carnival shall be responsible for making the substantive terms and conditions of this Amended Assurance known to independent third parties who are known to Carnival to advertise Carnival cruises.

4. THE PARTIES AGREE that with respect to consumers who, as of November 6, 2007, had made a deposit on any booking for a Carnival cruise, Carnival shall not collect from such consumers the fuel supplement charge for those bookings, or shall refund to such consumers the amount of the fuel supplement charge already collected for those bookings. The refunds will be paid in the form of checks, credit card refunds, and/or onboard credits. Within thirty days of the execution of this Amended Assurance, Carnival will report to the Office of the Attorney General the total amount of refunds that have been made and, if all the refunds required by this Amended Assurance have not been made at the time of that report, Carnival will

thereafter make quarterly reports to the Office of the Attorney General until such time as all required refunds have been made.

5. This Amended Assurance does not resolve nor terminate the Office of the Attorney General's antitrust investigation, Case No. L08-6-1002. If it is determined as a result of the Attorney General's ongoing antitrust investigation that the fuel supplement charge was not the result of a unilateral decision by Carnival and its commonly controlled affiliates, then the parties agree that neither this Amended Assurance nor any of its terms can be used as a basis to assert an antitrust defense.

6. All other provisions of this Assurance remain in full force and effect.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, CARNIVAL has caused this Amendment to Assurance of Voluntary Compliance to be executed by Gerald Cahill on March \_\_\_\_, 2008.

By my signature I hereby affirm that I am acting in my capacity and within my authority as President of Carnival Cruise Lines and that by my signature I am binding the corporation to this Amended Assurance.

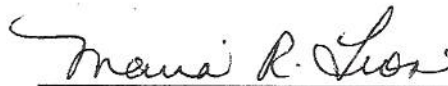
CARNIVAL CRUISE LINES

By:   
Gerald Cahill  
President


STATE OF Florida  
COUNTY OF Dade

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida personally appeared Gerald Cahill who acknowledged before me that he executed the foregoing instrument for the purposes stated therein on the 28th day of March, 2008.

Sworn and subscribed to before me this 28th day of March, 2008.



MARIA R. LEON (print name)  
NOTARY PUBLIC

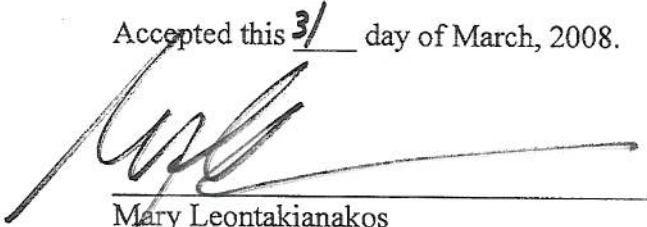
(print, type, or stamp)  Notary Public)

Personally known Y or Produced Identification \_\_\_\_  
(check one)

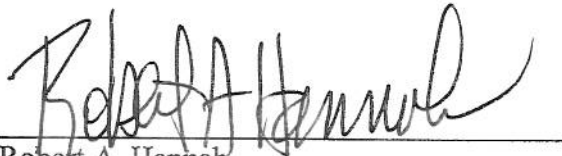
Type of Identification Produced: \_\_\_\_\_

FOR THE OFFICE OF THE ATTORNEY GENERAL

Accepted this 3/ day of March, 2008.



Mary Leontakianakos  
Director, Economic Crimes Division  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-414-3300



Robert A. Hannah  
Deputy Attorney General  
Office of the Attorney General  
Department of Legal Affairs  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-245-0184

STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL

IN THE MATTER OF:

CASE NOS: L96-3-1171  
L08-3-1059

HOLLAND AMERICA LINE INC.  
(formerly known as  
"HOLLAND AMERICA LINE WESTOURS INC.")  
\_\_\_\_\_ /

**AMENDMENT TO ASSURANCE OF VOLUNTARY COMPLIANCE**

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act, in 1996 the OFFICE OF THE ATTORNEY GENERAL caused an inquiry to be made into potentially confusing advertising and marketing practices of the cruise industry, of which HOLLAND AMERICA LINE INC. (formerly known as HOLLAND AMERICA LINE WESTOURS INC.) ("Holland America") was a member. That inquiry resulted in Holland America entering into an Assurance of Voluntary Compliance in 1997 (the "Assurance"). The Office of the Attorney General and Holland America agreed in the Assurance, and continue to agree, that consumers should be able to compare cruise line fares on a reasonably consistent basis. Circumstances have arisen that require the amendment of the Assurance to provide for certain contingencies not anticipated or contemplated in 1996 and 1997. Accordingly, this Amended Assurance is made for the purpose of addressing those contingencies and assisting the Office of the Attorney General and the consumers of Florida without any admission or contention that Holland America has violated the law or the Assurance, and without prejudice to Holland America's position in any pending or future litigation with third parties. This Amended Assurance is entered into pursuant to the authority vested in the Office of the Attorney General under Section 501.207(6), Florida Statutes.

The Assurance is therefore hereby amended as follows:

1. Section II.1. is amended to read "THE PARTIES AGREE that Holland America shall not charge customers any fees or charges for their cruise ticket in addition to the advertised cruise fare price other than fees or charges imposed by a governmental or quasi-governmental authority and a fuel supplement charge. Other than a fuel supplement charge, all nongovernmental and nonquasi-governmental charges or fees for the cruise ticket shall be included in the advertised cruise price."

2. Section II.2. is amended to read "THE PARTIES FURTHER AGREE that with the exception of a fuel supplement charge, any charges collected by Holland America for the cruise ticket in addition to the advertised cruise fare price shall be remitted to a governmental or quasi-governmental authority."

3. THE PARTIES AGREE that Holland America will clearly and conspicuously disclose the fuel supplement charge by placing the amount and frequency of the fuel supplement charge directly above, beneath, or next to the cruise fare price, and above or before the governmental or quasi-governmental imposed fees or charges. Holland America shall be responsible for making the substantive terms and conditions of this Amended Assurance known to independent third parties who are known to Holland America to advertise Holland America cruises.

4. THE PARTIES AGREE that with respect to consumers who, as of November 6, 2007, had made a deposit on any booking for a Holland America cruise, Holland America shall not collect from such consumers the fuel supplement charge for those bookings, or shall refund to such consumers the amount of the fuel supplement charge already collected for those bookings. The refunds will be paid in the form of checks, credit card refunds, and/or onboard credits. Within thirty days of the execution of this Amended Assurance, Holland America will

report to the Office of the Attorney General the total amount of refunds that have been made and, if all the refunds required by this Amended Assurance have not been made at the time of that report, Holland America will thereafter make quarterly reports to the Office of the Attorney General until such time as all required refunds have been made.

5. This Amended Assurance does not resolve nor terminate the Office of the Attorney General's antitrust investigation, Case No. L08-6-1002. If it is determined as a result of the Attorney General's ongoing antitrust investigation that the fuel supplement charge was not the result of a unilateral decision by Holland America and its commonly controlled affiliates, then the parties agree that neither this Amended Assurance nor any of its terms can be used as a basis to assert an antitrust defense.

6. All other provisions of this Assurance remain in full force and effect.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, HOLLAND AMERICA has caused this Amendment to Assurance of Voluntary Compliance to be executed by Stein Kruse on March 28<sup>th</sup>, 2008.

By my signature I hereby affirm that I am acting in my capacity and within my authority as President and Chief Executive Officer of Holland America Line Inc. and that by my signature I am binding the corporation to this Amended Assurance.

HOLLAND AMERICA LINE INC.

By: 

Stein Kruse

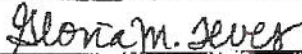
President and Chief Executive Officer

STATE OF WASHINGTON  
COUNTY OF KING

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Washington personally appeared Stein Kruse who acknowledged before me that he executed the foregoing instrument for the purposes stated therein on the 28<sup>th</sup> day of March, 2008.

Sworn and subscribed to before me this 28<sup>th</sup> day of March, 2008.





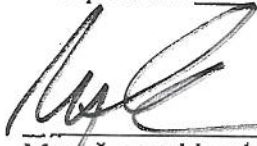
GLORIA M. TEVES (print name)  
NOTARY PUBLIC

(print, type, or stamp commissioned Notary Public)

Personally known or Produced Identification  
(check one)

FOR THE OFFICE OF THE ATTORNEY GENERAL

Accepted this 31 day of March, 2008.



Mary Leontakianakos  
Director, Economic Crimes Division  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-414-3300



Robert A. Hannah  
Deputy Attorney General  
Office of the Attorney General  
Department of Legal Affairs  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-245-0184

STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL

IN THE MATTER OF:

CASE NOS: 97-04496  
L08-3-1053

PRINCESS CRUISES, INC.  
a California Corporation, and  
PRINCESS CRUISES LIBERIA, INC.,  
a California Corporation

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**AMENDMENT TO ASSURANCE OF VOLUNTARY COMPLIANCE**

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act, in 1997 the OFFICE OF THE ATTORNEY GENERAL caused an inquiry to be made into potentially confusing advertising and marketing practices of the cruise industry, of which PRINCESS CRUISES, INC., a California Corporation and PRINCESS CRUISES LIBERIA, INC. ("Princess") was a member. That inquiry resulted in Princess entering into an Assurance of Voluntary Compliance in 1997 (the "Assurance"). The Office of the Attorney General and Princess agreed in the Assurance, and continue to agree, that consumers should be able to compare cruise line fares on a reasonably consistent basis. Circumstances have arisen that require the amendment of the Assurance to provide for certain contingencies not anticipated or contemplated in 1996 and 1997. Accordingly, this Amended Assurance is made for the purpose of addressing those contingencies and assisting the Office of the Attorney General and the consumers of Florida without any admission or contention that Princess has violated the law or the Assurance, and without prejudice to Princess's position in any pending or future litigation with third parties. This Amended Assurance is entered into pursuant to the authority vested in the Office of the Attorney General under Section 501.207(6), Florida Statutes.

The Assurance is therefore hereby amended as follows:

1. Section II.1. is amended to read "THE PARTIES AGREE that Princess shall not charge customers any fees or charges for their cruise ticket in addition to the advertised cruise fare price other than fees or charges imposed by a governmental or quasi-governmental authority and a fuel supplement charge. Other than a fuel supplement charge, all nongovernmental and nonquasi-governmental charges or fees for the cruise ticket shall be included in the advertised cruise price."

2. Section II.2. is amended to read "THE PARTIES FURTHER AGREE that with the exception of a fuel supplement charge, any charges collected by Princess for the cruise ticket in addition to the advertised cruise fare price shall be remitted to a governmental or quasi-governmental authority."

3. THE PARTIES AGREE that Princess will clearly and conspicuously disclose the fuel supplement charge by placing the amount and frequency of the fuel supplement charge directly above, beneath, or next to the cruise fare price, and above or before the governmental or quasi-governmental imposed fees or charges. Princess shall be responsible for making the substantive terms and conditions of this Amended Assurance known to independent third parties who are known to Princess to advertise Princess cruises.

4. THE PARTIES AGREE that with respect to consumers who, as of November 6, 2007, had made a deposit on any booking for a Princess cruise, Princess shall not collect from such consumers the fuel supplement charge for those bookings, or shall refund to such consumers the amount of the fuel supplement charge already collected for those bookings. The refunds will be paid in the form of checks, credit card refunds, and/or onboard credits. Within thirty days of the execution of this Amended Assurance, Princess will report to the Office of the

Attorney General the total amount of refunds that have been made and, if all the refunds required by this Amended Assurance have not been made at the time of that report, Princess will thereafter make quarterly reports to the Office of the Attorney General until such time as all required refunds have been made.

5. This Amended Assurance does not resolve nor terminate the Office of the Attorney General's antitrust investigation, Case No. L08-6-1002. If it is determined as a result of the Attorney General's ongoing antitrust investigation that the fuel supplement charge was not the result of a unilateral decision by Princess, then the parties agree that neither this Amended Assurance nor any of its terms can be used as a basis to assert an antitrust defense.

6. All other provisions of this Assurance remain in full force and effect.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, PRINCESS has caused this Amendment to Assurance of Voluntary Compliance to be executed by Alan Buckelew on March 28, 2008.

By my signature I hereby affirm that I am acting in my capacity and within my authority as President of Princess Cruise Lines and that by my signature I am binding the corporation to this Amended Assurance.

PRINCESS CRUISE LINES

By: ABBL  
Alan Buckelew  
President

STATE OF )  
COUNTY OF )

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida personally appeared Alan Buckelew who acknowledged before me that he executed the foregoing instrument for the purposes stated therein on the \_\_\_\_ day of March, 2008.

Sworn and subscribed to before me this \_\_\_\_ day of March, 2008.

see attached Jurat certificate

\_\_\_\_\_  
(print name)  
NOTARY PUBLIC

\_\_\_\_\_  
(print, type, or stamp commissioned Notary Public)

Personally known\_\_ or Produced Identification \_\_\_\_  
(check one)

Type of Identification Produced: \_\_\_\_\_

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

✓ See Attached Document (Notary to cross out lines 1-6 below)

See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

*VLAM*

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

28<sup>th</sup> day of March, 2008 by

(1) Alan Buckelaw  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me ( ) ✓

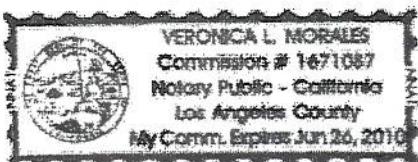
(and

(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me)

Signature

*Veronica L. Morales*  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

### Further Description of Any Attached Document

Title or Type of Document: Amendment to Assurance of Voluntary Compliance

Document Date: March 28, 2008 Number of Pages: 5

Signer(s) Other Than Named Above: Mary Leontakianakos and Robert A. Hannah

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here
<i>VLAM</i>	

FOR THE OFFICE OF THE ATTORNEY GENERAL

Accepted this 31 day of March, 2008.



Mary Leontakianakos  
Director, Economic Crimes Division  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-414-3300



Robert A. Hannah  
Deputy Attorney General  
Office of the Attorney General  
Department of Legal Affairs  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-245-0184

**STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL**

**IN THE MATTER OF:**

**CASE NO: L07-3-1172**

**CUNARD LINE**

**ASSURANCE OF VOLUNTARY COMPLIANCE**

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act, the OFFICE OF THE ATTORNEY GENERAL, caused an inquiry to be made into potentially confusing advertising and marketing practices of the cruise industry, of which CUNARD LINE, (herein after referred to as "Cunard") is a member. The Office of the Attorney General and Cunard agree that consumers should be able to compare cruise line fares on a reasonably consistent basis. Cunard is willing to enter into this Assurance to assist the Attorney General and the consumers of Florida. Accordingly, this Assurance is made without any admission or contention that Cunard has violated the law, for the purpose of resolving and settling this matter only, without prejudice to Cunard's position in any pending or future litigation with third parties and to assist the Attorney General and the consumers of Florida. This Assurance terminates this investigation of Cunard by the Attorney General pursuant to Section 501.207(6), Florida Statutes, and is entered into pursuant to the authority vested in the Office of the Attorney General under said statute.

**I. BACKGROUND**

1. There are in excess of twelve different cruise lines and operators doing business in the State of Florida, all of whom advertise and market their cruises to Florida consumers.
2. In their advertising, cruise operators advertise cruise fare prices in different ways, which may make it difficult for Florida consumers to accurately compare one cruise line's fare price with that of another cruise line.

3. The Attorney General has determined that consumers should be fully apprised about cruise fare prices in a reasonably consistent manner to facilitate reasonable and appropriate comparison shopping,
4. Therefore, the Attorney General has sought to make the manner in which "cruise fare prices" are disclosed reasonably consistent to consumers. This will facilitate price comparisons and this Assurance arises from the willingness of Cunard to assist consumers in making such determinations.
5. Cunard engages in the sale of cruises, including cruises that embark and debark from time to time at ports located in the State of Florida.
6. Cunard has advertised these services through travel agencies, in marketing brochures, newspapers, magazines, radio and on television throughout Florida, including Dade and Broward Counties.
7. Cunard's marketing brochures indicate that consumers are charged a certain monetary amount for the cruise fare price as well as charged a certain additional amount for other expenses. In various newspaper advertisements, Cunard states that consumers are responsible for certain charges in addition to the "cruise fare price".

## II. RESOLUTION

1. **THE PARTIES AGREE** that Cunard shall not charge customers any fees or charges for their cruise ticket in addition to the advertised cruise fare price other than fees or charges imposed by a governmental or quasi-governmental authority and a fuel supplement charge. Other than a fuel supplement charge, all nongovernmental and nonquasi-governmental charges or fees for the cruise ticket shall be included in the advertised cruise price.

2. **THE PARTIES FURTHER AGREE** that with the exception of a fuel supplement charge, any charges collected by Cunard for the cruise ticket in addition to the advertised cruise fare price shall be remitted to a governmental or quasi-government authority.

3. **THE PARTIES FURTHER AGREE** that for the purposes of this Assurance, the term "quasi-governmental" shall refer to an entity that is either: (1) a subordinate agency within a foreign or domestic federal, state or local governmental authority; or (2) an entity created or authorized by a foreign or domestic governmental authority to carry out a governmental function for the benefit of the public. This shall include, where appropriate, port authorities either within the United States or within foreign jurisdiction.

4. **THE PARTIES FURTHER AGREE** that nothing herein shall be construed to prohibit Cunard from itemizing the amount of port charges or other charges included in the cruise fare price in its invoices or other communications to travel agents.

5. **THE PARTIES FURTHER AGREE** that the aforementioned agreements will be implemented by Cunard on or before April 30, 2008. Cunard may continue to use cruise brochures printed prior to such date, provided Cunard supplies a supplemental sheet or addendum in compliance with this Assurance to the same persons or entities to which Cunard distributed these brochures. Cunard agrees not to print any additional brochures, which do not comply with this Assurance.

6. **THE PARTIES FURTHER AGREE** that Cunard is on notice and shall continue to comply with Chapter 501, Part II, Florida Statutes, the Deceptive and Unfair Trade Practices Act, including all Federal Trade Commission rules and decisions regarding advertising and the rules promulgated pursuant to Section 501.204, Florida Statutes (1994).

7. **THE PARTIES FURTHER AGREE** that if another cruise operator resolves issues addressed by this Assurance, through the Assurance of Voluntary Compliance document, on terms reasonably deemed by Cunard to be more favorable than the terms set forth herein, Cunard may elect to adopt such more favorable terms in lieu of the provisions of this Section II.

8. THE PARTIES AGREE that Cunard will clearly and conspicuously disclose the fuel supplement charge by placing the amount and frequency of the fuel supplement charge directly above, beneath, or next to the cruise fare price, and above or before the governmental or quasi-governmental imposed fees or charges. Cunard shall be responsible for making the substantive terms and conditions of this paragraph known to independent third parties who are known to Cunard to advertise Cunard cruises.

9. THE PARTIES AGREE that with respect to cruisers who, as of November 6, 2007, had made a deposit on any booking for a Cunard cruise, Cunard shall not collect from such consumers the fuel supplement charge for those bookings, or shall refund to such consumers the amount of the fuel supplement charge already collected for those bookings. The refunds will be paid in the form of checks, credit card refunds, and/or onboard credits. Within thirty days of the execution of this Assurance of Voluntary Compliance, Cunard shall report to the Office of the Attorney General the total amount of refunds that have been made and, if all the refunds required by this Assurance have not been made at the time of this report, Cunard will thereafter make quarterly reports to the Office of the Attorney General until such time as all required refunds have been made.

### **III. GENERAL PROVISIONS**

1. THE PARTIES FURTHER AGREE that Cunard shall be responsible for making the substantive terms and conditions of this Assurance known to its officers, directors, partners, employees, agents, representatives, licensees, franchisees, independent contractors, successors and assigns, or any other persons engaged in Cunard's management, marketing or sales activities.

2. THE PARTIES FURTHER AGREE that Cunard shall not affect any change in the form of doing business nor its organizational identity as a method of avoiding the terms and conditions set forth in this Assurance of Voluntary Compliance.


3. **THE PARTIES FURTHER AGREE** that this Assurance of Voluntary Compliance shall become effective upon its execution by the parties.

4. **THE PARTIES FURTHER AGREE** that this Assurance does not resolve nor terminate the Office of the Attorney General's antitrust investigation, Case No. L08-6-1002. If it is determined as a result of the Attorney General's ongoing antitrust investigation that the fuel supplement charge was not the result of a unilateral decision by Cunard and its commonly controlled affiliates, then the parties agree that neither this Assurance nor any of its terms can be used as a basis to assert an antitrust defense.

**IN WITNESS WHEREOF**, Cunard has caused this Assurance of Voluntary Compliance to be executed by the Senior Vice President of CARNIVAL PLC, trading as CUNARD LINE, as a true act and deed in Miami, this 28th day of March, 2008.

By my signature I hereby affirm that I am acting in my capacity and within my authority as Senior Vice President of CARNIVAL PLC, trading as CUNARD LINE and that by my signature I am binding the corporation to this assurance.

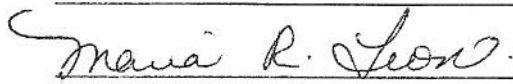
CARNIVAL PLC, TRADING AS CUNARD LINE

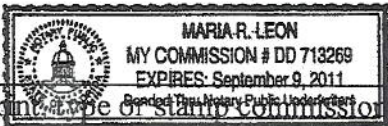
BY:   
Arnaldo Brez

STATE OF            }  
COUNTY OF        }

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida personally appeared Arnaldo Brez who acknowledged before me that he executed the foregoing instrument for the purposed stated therein on the 28th day of March, 2008.

Sworn and subscribed before me this 28th day of March, 2008.

  
NOTARY PUBLIC

  
(print name or stamp commissioned Notary Public)

Personally known ☒, or produced identification  
\_\_\_\_\_ (check one)

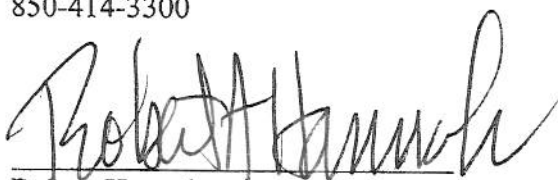
Type of Identification Produced: \_\_\_\_\_

FOR THE OFFICE OF THE ATTORNEY GENERAL

Accepted this 31 day of March, 2008



Mary Leontakianakos  
Director, Economic Crimes Division  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-414-3300



Robert Hannah  
Deputy Attorney General  
Office of the Attorney General  
Department of Legal Affairs  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-245-0184

STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL

IN THE MATTER OF:

CASE NO: L07-3-1172

COSTA CRUISE LINES N.V.

ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act, the OFFICE OF THE ATTORNEY GENERAL, caused an inquiry to be made into potentially confusing advertising and marketing practices of the cruise industry, of which COSTA CRUISE LINES N.V., (herein after referred to as "Costa") is a member. The Office of the Attorney General and Costa agree that consumers should be able to compare cruise line fares on a reasonably consistent basis. Costa is willing to enter into this Assurance to assist the Attorney General and the consumers of Florida. Accordingly, this Assurance is made without any admission or contention that Costa has violated the law, for the purpose of resolving and settling this matter only, without prejudice to Costa's position in any pending or future litigation with third parties and to assist the Attorney General and the consumers of Florida. This Assurance terminates this investigation of Costa by the Attorney General pursuant to Section 501.207(6), Florida Statutes, and is entered into pursuant to the authority vested in the Office of the Attorney General under said statute.

I. BACKGROUND

1. There are in excess of twelve different cruise lines and operators doing business in the State of Florida, all of whom advertise and market their cruises to Florida consumers.
2. In their advertising, cruise operators advertise cruise fare prices in different ways, which may make it difficult for Florida consumers to accurately compare one cruise line's fare price with that of another cruise line.

A. B.

- 3 The Attorney General has determined that consumers should be fully apprised about cruise fare prices in a reasonably consistent manner to facilitate reasonable and appropriate comparison shopping.
- 4 Therefore, the Attorney General has sought to make the manner in which "cruise fare prices" are disclosed reasonably consistent to consumers. This will facilitate price comparisons and this Assurance arises from the willingness of Costa to assist consumers in making such determinations
- 5 Costa engages in the sale of cruises, including cruises that embark and debark from time to time at ports located in the State of Florida.
- 6 Costa has advertised these services through travel agencies, in marketing brochures, newspapers, magazines, radio and on television throughout Florida, including Dade and Broward Counties.
- 7 Costa's marketing brochures indicate that consumers are charged a certain monetary amount for the cruise fare price as well as charged a certain additional amount for other expenses. In various newspaper advertisements, Costa states that consumers are responsible for certain charges in addition to the "cruise fare price".

## II. RESOLUTION

1 **THE PARTIES AGREE** that Costa shall not charge customers any fees or charges for their cruise ticket in addition to the advertised cruise fare price other than fees or charges imposed by a governmental or quasi-governmental authority and a fuel supplement charge. Other than a fuel supplement charge, all nongovernmental and nonquasi-governmental charges or fees for the cruise ticket shall be included in the advertised cruise price.

Q B

2. **THE PARTIES FURTHER AGREE** that with the exception of a fuel supplement charge, any charges collected by Costa for the cruise ticket in addition to the advertised cruise fare price shall be remitted to a governmental or quasi-governmental authority.

3. **THE PARTIES FURTHER AGREE** that for the purposes of this Assurance, the term "quasi-governmental" shall refer to an entity that is either: (1) a subordinate agency within a foreign or domestic federal, state or local governmental authority; or (2) an entity created or authorized by a foreign or domestic governmental authority to carry out a governmental function for the benefit of the public. This shall include, where appropriate, port authorities either within the United States or within foreign jurisdiction.


4. **THE PARTIES FURTHER AGREE** that nothing herein shall be construed to prohibit Costa from itemizing the amount of port charges or other charges included in the cruise fare price in its invoices or other communications to travel agents.

5. **THE PARTIES FURTHER AGREE** that the aforementioned agreements will be implemented by Costa on or before April 30, 2008. Costa may continue to use cruise brochures printed prior to such date, provided Costa supplies a supplemental sheet or addendum in compliance with this Assurance to the same persons or entities to which Costa distributed these brochures. Costa agrees not to print any additional brochures, which do not comply with this Assurance.

6. **THE PARTIES FURTHER AGREE** that Costa is on notice and shall continue to comply with Chapter 501, Part II, Florida Statutes, the Deceptive and Unfair Trade Practices Act, including all Federal Trade Commission rules and decisions regarding advertising and the rules promulgated to pursuant to Section 501.204, Florida Statutes (1994).

7. **THE PARTIES FURTHER AGREE** that if another cruise operator resolves issues addressed by this Assurance, through the Assurance of Voluntary Compliance document, on terms reasonably deemed by Costa to be more favorable than the terms set forth herein, Costa may elect to adopt such more favorable terms in lieu of the provisions of this Section II.

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8. **THE PARTIES AGREE** that Costa will clearly and conspicuously disclose the fuel supplement charge by placing the amount and frequency of the fuel supplement charge directly above, beneath, or next to the cruise fare price, and above or before the governmental or quasi-governmental imposed fees or charges. Costa shall be responsible for making the substantive terms and conditions of this paragraph known to independent third parties who are known to Costa to advertise Costa cruises.

9. **THE PARTIES AGREE** that with respect to cruisers who, as of November 6, 2007, had made a deposit on any booking for a Costa cruise, Costa shall not collect from such consumers the fuel supplement charge for those bookings, or shall refund to such consumers the amount of the fuel supplement charge already collected for those bookings. The refunds will be paid in the form of checks, credit card refunds, and/or onboard credits. Within thirty days of the execution of this Assurance of Voluntary Compliance, Costa shall report to the Office of the Attorney General the total amount of refunds that have been made and, if all the refunds required by this Assurance have not been made at the time of this report, Costa will thereafter make quarterly reports to the Office of the Attorney General until such time as all required refunds have been made.

### **III. GENERAL PROVISIONS**

1. **THE PARTIES FURTHER AGREE** that Costa shall be responsible for making the substantive terms and conditions of this Assurance known to its officers, directors, partners, employees, agents, representatives, licensees, franchisees, independent contractors, successors and assigns, or any other persons engaged in Costa's management, marketing or sales activities.

2. **THE PARTIES FURTHER AGREE** that Costa shall not affect any change in the form of doing business nor its organizational identity as a method of avoiding the terms and conditions set forth in this Assurance of Voluntary Compliance.



3      **THE PARTIES FURTHER AGREE** that this Assurance of Voluntary Compliance shall become effective upon its execution by the parties.

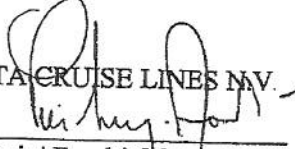
4.      **THE PARTIES FURTHER AGREE** that this Assurance does not resolve nor terminate the Office of the Attorney General's antitrust investigation, Case No. L08-6-1002. If it is determined as a result of the Attorney General's ongoing antitrust investigation that the fuel supplement charge was not the result of a unilateral decision by Costa and its commonly controlled affiliates, then the parties agree that neither this Assurance nor any of its terms can be used as a basis to assert an antitrust defense

**IN WITNESS WHEREOF**, Costa has caused this Assurance of Voluntary Compliance to be executed by the Managing Director of COSTA CRUISE LINES N.V., as a true act and deed in Genoa (Italy), this 28 day of March 2008.

A. B.

By my signature I hereby affirm that I am acting in my capacity and within my authority as Managing Director of COSTA CRUISE LINES N.V. ("Costa") and that by my signature I am binding the corporation to this assurance.

COSTA CRUISE LINES N.V.

BY:   
Pier Luigi Foschi, Managing Director

VISTO PER LA VERITÀ DELLA FIRMA DEL SIGNOR PIER LUIGI  
FOSCHI, NATO A MILANO IL 25 SETTEMBRE 1945  
GENOVA, 31 MARZO 2008

Paolo Bonente Notais



FOR THE OFFICE OF THE ATTORNEY GENERAL

Accepted this 31 day of March, 2008



Mary Leontakianakos  
Director, Economic Crimes Division  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-414-3300



Robert Hannah  
Deputy Attorney General  
Office of the Attorney General  
Department of Legal Affairs  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-245-0184



A B

**STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL**

**IN THE MATTER OF:**

**CASE NO: L07-3-1172**

**SEABOURN CRUISE LINE**

**ASSURANCE OF VOLUNTARY COMPLIANCE**

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act, the OFFICE OF THE ATTORNEY GENERAL, caused an inquiry to be made into potentially confusing advertising and marketing practices of the cruise industry, of which SEABOURN CRUISE LINE, (herein after referred to as "Seabourn") is a member. The Office of the Attorney General and Seabourn agree that consumers should be able to compare cruise line fares on a reasonably consistent basis. Seabourn is willing to enter into this Assurance to assist the Attorney General and the consumers of Florida. Accordingly, this Assurance is made without any admission or contention that Seabourn has violated the law, for the purpose of resolving and settling this matter only, without prejudice to Seabourn's position in any pending or future litigation with third parties and to assist the Attorney General and the consumers of Florida. This Assurance terminates this investigation of Seabourn by the Attorney General pursuant to Section 501.207(6), Florida Statutes, and is entered into pursuant to the authority vested in the Office of the Attorney General under said statute.

**I. BACKGROUND**

1. There are in excess of twelve different cruise lines and operators doing business in the State of Florida, all of whom advertise and market their cruises to Florida consumers.
2. In their advertising, cruise operators advertise cruise fare prices in different ways, which may make it difficult for Florida consumers to accurately compare one cruise line's fare price with that of another cruise line.

3. The Attorney General has determined that consumers should be fully apprised about cruise fare prices in a reasonably consistent manner to facilitate reasonable and appropriate comparison shopping,
4. Therefore, the Attorney General has sought to make the manner in which "cruise fare prices" are disclosed reasonably consistent to consumers. This will facilitate price comparisons and this Assurance arises from the willingness of Seabourn to assist consumers in making such determinations.
5. Seabourn engages in the sale of cruises, including cruises that embark and debark from time to time at ports located in the State of Florida.
6. Seabourn has advertised these services through travel agencies, in marketing brochures, newspapers, magazines, radio and on television throughout Florida, including Dade and Broward Counties.
7. Seabourn's marketing brochures indicate that consumers are charged a certain monetary amount for the cruise fare price as well as charged a certain additional amount for other expenses. In various newspaper advertisements, Seabourn states that consumers are responsible for certain charges in addition to the "cruise fare price".

## II. RESOLUTION

1. **THE PARTIES AGREE** that Seabourn shall not charge customers any fees or charges for their cruise ticket in addition to the advertised cruise fare price other than fees or charges imposed by a governmental or quasi-governmental authority and a fuel supplement charge. Other than a fuel supplement charge, all nongovernmental and nonquasi-governmental charges or fees for the cruise ticket shall be included in the advertised cruise price.

2. **THE PARTIES FURTHER AGREE** that with the exception of a fuel supplement charge, any charges collected by Seabourn for the cruise ticket in addition to the advertised cruise fare price shall be remitted to a governmental or quasi-government authority.

3. **THE PARTIES FURTHER AGREE** that for the purposes of this Assurance, the term "quasi-governmental" shall refer to an entity that is either: (1) a subordinate agency within a foreign or domestic federal, state or local governmental authority; or (2) an entity created or authorized by a foreign or domestic governmental authority to carry out a governmental function for the benefit of the public. This shall include, where appropriate, port authorities either within the United States or within foreign jurisdiction.

4. **THE PARTIES FURTHER AGREE** that nothing herein shall be construed to prohibit Seabourn from itemizing the amount of port charges or other charges included in the cruise fare price in its invoices or other communications to travel agents.

5. **THE PARTIES FURTHER AGREE** that the aforementioned agreements will be implemented by Seabourn on or before April 30, 2008. Seabourn may continue to use cruise brochures printed prior to such date, provided Seabourn supplies a supplemental sheet or addendum in compliance with this Assurance to the same persons or entities to which Seabourn distributed these brochures. Seabourn agrees not to print any additional brochures, which do not comply with this Assurance.

6. **THE PARTIES FURTHER AGREE** that Seabourn is on notice and shall continue to comply with Chapter 501, Part II, Florida Statutes, the Deceptive and Unfair Trade Practices Act, including all Federal Trade Commission rules and decisions regarding advertising and the rules promulgated to pursuant to Section 501.204, Florida Statutes (1994).

7. **THE PARTIES FURTHER AGREE** that if another cruise operator resolves issues addressed by this Assurance, through the Assurance of Voluntary Compliance document, on terms reasonably deemed by Seabourn to be more favorable than the terms set forth herein,

Seabourn may elect to adopt such more favorable terms in lieu of the provisions of this Section II.

8. THE PARTIES AGREE that Seabourn will clearly and conspicuously disclose the fuel supplement charge by placing the amount and frequency of the fuel supplement charge directly above, beneath, or next to the cruise fare price, and above or before the governmental or quasi-governmental imposed fees or charges. Seabourn shall be responsible for making the substantive terms and conditions of this paragraph known to independent third parties who are known to Seabourn to advertise Seabourn cruises.

9. THE PARTIES AGREE that with respect to cruisers who, as of November 6, 2007, had made a deposit on any booking for a Seabourn cruise, Seabourn shall not collect from such consumers the fuel supplement charge for those bookings, or shall refund to such consumers the amount of the fuel supplement charge already collected for those bookings. The refunds will be paid in the form of checks, credit card refunds, and/or onboard credits. Within thirty days of the execution of this Assurance of Voluntary Compliance, Seabourn shall report to the Office of the Attorney General the total amount of refunds that have been made and, if all the refunds required by this Assurance have not been made at the time of this report, Seabourn will thereafter make quarterly reports to the Office of the Attorney General until such time as all required refunds have been made.

### **III. GENERAL PROVISIONS**

1. THE PARTIES FURTHER AGREE that Seabourn shall be responsible for making the substantive terms and conditions of this Assurance known to its officers, directors, partners, employees, agents, representatives, licensees, franchisees, independent contractors, successors and assigns, or any other persons engaged in Seabourn's management, marketing or sales activities.

2. **THE PARTIES FURTHER AGREE** that Seabourn shall not affect any change in the form of doing business nor its organizational identity as a method of avoiding the terms and conditions set forth in this Assurance of Voluntary Compliance.

3. **THE PARTIES FURTHER AGREE** that this Assurance of Voluntary Compliance shall become effective upon its execution by the parties.

4. **THE PARTIES FURTHER AGREE** that this Assurance does not resolve nor terminate the Office of the Attorney General's antitrust investigation, Case No. L08-6-1002. If it is determined as a result of the Attorney General's ongoing antitrust investigation that the fuel supplement charge was not the result of a unilateral decision by Seabourn and its commonly controlled affiliates, then the parties agree that neither this Assurance nor any of its terms can be used as a basis to assert an antitrust defense.

**IN WITNESS WHEREOF**, Seabourn has caused this Assurance of Voluntary Compliance to be executed by the President of SEABOURN CRUISE LINE, as a true act and deed in Miami, this 28th day of March, 2008.

By my signature I hereby affirm that I am acting in my capacity and within my authority as President of SEABOURN CRUISE LINE and that by my signature I am binding the corporation to this assurance.

SEABOURN CRUISE LINE

BY: 

Pamela Conover, President

STATE OF: Florida  
COUNTY OF: Dade

Pamela Conover, BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida personally appeared and acknowledged before me that she executed the foregoing instrument for the purposed stated therein on the 28<sup>th</sup> day of March, 2008.

Sworn and subscribed before me this 28th day of March, 2008.

Audrey Walters



NOTARY PUBLIC



Audrey Walters  
Commission #DD408748  
Expires: MAR. 07, 2009  
www.AARONNOTARY.com

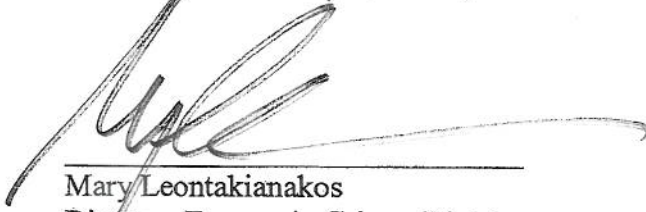
(print, type or stamp commissioned Notary Public)

Personally known   X  , or produced identification  
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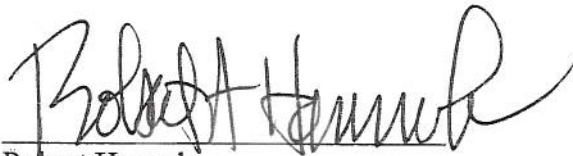
Type of Identification Produced:

FOR THE OFFICE OF THE ATTORNEY GENERAL

Accepted this 31 day of March, 2008



Mary Leontakianakos  
Director, Economic Crimes Division  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-414-3300



Robert Hannah  
Deputy Attorney General  
Office of the Attorney General  
Department of Legal Affairs  
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