

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL
CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA**

**OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,**

Plaintiff,

Case No.:

vs.

IMPERIAL MAJESTY CRUISE LINE L.L.C.

Defendant.

COMPLAINT

Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA** (hereinafter referred to as "Plaintiff"), sues Defendant **IMPERIAL MAJESTY CRUISE LINE L.L.C.**, a Florida limited liability company (hereinafter referred to as IMPERIAL MAJESTY) and would allege:

JURISDICTION AND VENUE

1. This is an action for damages and injunctive relief, brought pursuant to Florida's Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2007).
2. This Court has jurisdiction pursuant to the provisions of said statute.
3. Plaintiff is an enforcing authority of Florida's Deceptive and Unfair Trade Practices Act as defined in Chapter 501, Part II, Florida Statutes, and is authorized to seek damages, injunctive and other statutory relief pursuant to this part.

4. The statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida. Venue is proper in the Seventeenth Judicial Circuit as the principal place of business of the Defendant entity is Broward County, Florida.

5. Plaintiff has conducted an investigation and the head of the enforcing authority, Attorney General Bill McCollum, has determined that an enforcement action serves the public interest.

6. Defendant, at all times material hereto, provided goods or services as defined within Section 501.203(8), Florida Statutes (2007).

7. Defendant, at all times material hereto, solicited consumers within the definitions of Section 501.203(7), Florida Statutes (2007).

8. Defendant, at all times material hereto, were engaged in a trade or commerce within the definition of Section 501.203(8), Florida Statutes (2007).

DEFENDANT

9. Defendant, IMPERIAL MAJESTY, is an active Florida limited liability company, with a principal address of 4161 NW 5th Street, Suite 200, Plantation, Florida, 33317-2158.

FACTUAL BACKGROUND

10. IMPERIAL MAJESTY offers and provides cruise vacations to consumers both within the State of Florida, throughout the United States and abroad.

11. IMPERIAL MAJESTY offers two night cruises to Nassau / Paradise Island, Bahamas from the port of Fort Lauderdale, Broward County, Florida on the MV Regal Empress.

12. In or about October of 2006, IMPERIAL MAJESTY began the practice of charging and collecting a fuel surcharge from consumers purchasing tickets for IMPERIAL MAJESTY cruises. In 2006, these charges amounted to approximately \$318,980.00. In the year

2007, these charges increased to approximately \$1,971,904.00. Upon information and belief, the charges continue, though the total charges to date are not yet known.

13. The disclosure policies by IMPERIAL MAJESTY relating to these surcharges were insufficient, misleading and deceptive.

14. Many IMPERIAL MAJESTY brochures and printed advertisements offer no disclosure of potential fuel surcharges. Where rates are quoted, explanatory language either does not disclose a fuel surcharge at all, or impliedly includes them as Governmental taxes and fees.

15. IMPERIAL MAJESTY also advertises and accepts cruise bookings via its internet web site at www.imperialmajesty.com.

16. The “Terms and Conditions” section of their Internet web site identifies the cruise ship ticket itself as the final and authoritative representation of the contractual obligation of the parties, stating: “Your ticket is your cruise contract. . . .Carefully read your Cruise Contract and its terms and conditions as it includes important information and regulations that govern your cruise. All guests must sign this contract prior to embarkation.” This “Terms and Conditions” section contains no disclosure or information pertaining to a fuel surcharge.

17. Displayed on the cruise ticket is micro-fine print under the heading “Contract of Passage.” Wording within this section represents that this contract: “Supersedes all representations or conditions contained in carrier’s advertisement, notices, brochures or other literature and all promises and agreements made or claimed to have been made with the passenger or anyone representing him.” The very last provision of the contract reiterates the primacy of the representations contained on the cruise ticket, stating: “This contract supersedes all representations, promises and agreements whatsoever made or claimed to have been made to the passenger or anyone representing him.”

18. The front portion of the cruise ticket contains the following headings, next to which information relating to the ticket is printed. These headings are: Ship, Booking No., Passengers, Sailing Date, Sailing Time, Cabin, U.S., Cabin Rate, Package Rate, Port Charges and Total. There is no heading pertaining to the amount or existence of a possible fuel surcharge.

19. The entirety of the IMPERIAL MAJESTY contract, the document that supersedes and overrides all other IMPERIAL MAJESTY representations, disclosures and advertisements, contains absolutely no disclosure or information pertaining to a fuel surcharge.

20. The IMPERIAL MAJESTY web site makes numerous references relating to prices and fees. When fuel surcharges are mentioned at all, they are presented as relating to security surcharges or governmental taxes and fees:

- a) On a page with the heading “Ship Layout,” prices for various ship staterooms and berths are provided. Small print at the bottom of this page states, in approximately 8 pt. type:

Rates are per person, based on double occupancy, Government taxes, service fee, security and fuel surcharge totaling \$59 additional. Rates are capacity controlled and subject to availability and other conditions, and may change without notice. Some holiday dates may be higher. Children under 4 months of age, not permitted to travel.

- b) On a page with the heading “Before You Board,” the fuel charges mentioned above are described as a “fuel/security surcharge” and it is implied that this surcharge is part of “governmental taxes and fees.” Under a subheading of “What’s Included?” the web page states: “If you were charged government taxes and fees your passenger taxes and fuel/security surcharge has been pre-paid.*” Despite the asterisk, no further explanation is provided at the bottom of this page.

The implication that the fuel surcharge is a governmental tax or fee is enhanced in the next paragraph, entitled “Not Included.” There, it is stated: “A fuel/security surcharge will be added to your onboard account ONLY if you have not paid the governmental taxes and fees at the time of booking.”

21. Some consumers learned of the fuel surcharge upon arriving at the dock for embarkation. At that time, consumers were told by IMPERIAL MAJESTY that they were required to establish an onboard account, to which the fuel surcharge was automatically added. Other consumers learned of the charge when presented an invoice prior to leaving the ship at the end of their cruise.

22. IMPERIAL MAJESTY failed to reimburse consumers the cost of the fuel surcharge when consumers complained about the charge and requested a refund of same.

**UNFAIR AND DECEPTIVE TRADE PRACTICES
CHAPTER 501, PART II FLORIDA STATUTES**

23. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 22 as if fully set forth below.

24. Chapter 501.204(1), Florida Statutes, declares that unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

25. Commencing on a date unknown, but at least subsequent to October 1, 2006, IMPERIAL MAJESTY engaged in various deceptive and unfair trade practices, as set forth herein, in violation of Chapter 501, Part II, Florida Statutes (2007).

26. IMPERIAL MAJESTY engaged in unfair and deceptive trade practices by:

- a) failing to disclose that the advertised price of the cruise did not include a fuel surcharge fee;

- b) representing that a fuel surcharge fee was a governmentally imposed tax or fee;
- c) refusing to refund improperly disclosed fuel surcharge fees;
- d) refusing to refund fuel surcharge fees that were improperly identified as governmental taxes and fees and
- e) retroactively imposing fuel surcharges subsequent to the sale of the cruise ticket.

WHEREFORE, Plaintiff requests this court to enter the following Orders:

- 1. Grant permanent injunctions against IMPERIAL MAJESTY, its officers, agents, servants, employees, attorneys and those persons in active concert or participation with Defendants who receive actual notice of this injunction, prohibiting such persons from doing the following acts:
 - a. Violating the provisions of Chapter 501, Part II, Florida Statutes (2007),
 - b. Imposing a fuel surcharge where said charge is not included in the advertised price of the cruise or is not clearly and prominently disclosed directly adjacent to said advertised price.
- 2. Award actual damages to all consumers who are shown to have been injured in this action, pursuant to Section 501.206 (1) (c), Florida Statutes (2007).
- 3. Assess against Defendants herein civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) for each act or practice found to be in violation of Chapter 501, Part II, Florida Statutes (2007).
- 4. Award reasonable attorneys fees pursuant to F.S. 501.2105.
- 5. Grant temporary relief pursuant to F.S. 501.207.

6. Waive the posting of any bond by Plaintiff in this action.
7. Grant such other relief as this Honorable Court deems just and proper.

Respectfully Submitted

**BILL McCOLLUM.
Attorney General**

By:

ROBERT R. JULIAN
Senior Assistant Attorney General
Fla. Bar. No. 262706
Office of the Attorney General
Department of Legal Affairs
110 S.E. 6th Street, Tenth Floor
Ft. Lauderdale, FL 33301
(954) 712-4600