

1 D. GILL SPERLEIN, SBN 172887
2 THE LAW OFFICE OF D. GILL SPERLEIN
3 345 Grove Street
4 San Francisco, CA 94114
5 Telephone: (415) 404-6615
6 Facsimile: (415) 404-6616
7 gill@sperleinlaw.com

8 Attorneys for Plaintiffs

FILED
12 JUN 25 PM 2:33
CLERK OF DISTRICT COURT
SAN FRANCISCO, CALIF.

ORIGINAL

9 UNITED STATES DISTRICT COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11) **CV 12-05523 PGK (MANX)**
12) **CASE NO.:**

13 **BAOL, S.R.O., RUDKO BENKO,**
14 **DANIEL TRNKA, MILAN**
15 **HANKOVSKY, MICHAL**
16 **KARIKA, PETR MASIN, IGOR**
17 **CAFIK, ADRIAN KOVACS,**
18 **TAMAS URBAN, LUKAS**
19 **GOMBIK, ATTILA KISS, and**
20 **DANIEL FERENCIK,**

21 **Plaintiffs,**

22 **v.**

23 **RSVP VACATIONS, LLC and**
24 **HOLLAND AMERICA, N.V.,**

25 **Defendants.**

26) **COMPLAINT FOR DAMAGES:**

- 27) 1) **BREACH OF CONTRACT;**
28) 2) **FRAUD;**
) 3) **INDUCING BREACH OF**
) **CONTRACT;**
) 4) **INTENTIONAL**
) **INTERFERENCE WITH**
) **CONTRACTUAL**
) **RELATIONSHIPS;**
) 5) **NEGLIGENCE;**
) 6) **INTENTIONAL INFLICTION**
) **OF EMOTIONAL DISTRESS;**
) **and**
) 7) **NEGLIGENT INFLICTION OF**
) **EMOTIONAL DISTRESS**

) **JURY TRIAL DEMANDED**
)
)

ILS
21

THE LAW OFFICE OF D. GILL SPERLEIN
345 GROVE STREET
SAN FRANCISCO, CA 94102 FAX: 415-404-6616
TEL: 415-404-6615

JURISDICTION

1
2 1. This Court has subject matter jurisdiction over this matter based on 28
3 U.S.C.A. § 1332 because the matter in controversy exceeds, exclusive of interest and
4 costs, the sum of seventy-five thousand dollars and the citizenship of the parties is
5 diverse. Plaintiff BAOL, s.r.o. is a Czech company with its principle place of business
6 in the Czech Republic. Each of the individual Plaintiffs is a subject of a foreign state
7 and is not lawfully admitted for permanent residence in the United States or domiciled
8 in the same state as any Defendant. Defendant RSVP, llc is a California limited
9 liability company with its principle place of business in Minneapolis, Minnesota.
10 Defendant Holland America, N.V. is a Dutch company with its principal place of
11 business in Seattle Washington.

12
13 2. This Court has personal jurisdiction over Defendant RSVP Vacations, llc
14 because it is a limited liability company formed under the laws of and registered in the
15 State of California.

16
17 3. This Court has personal jurisdiction over Defendant Holland America,
18 N.V. because it solicits, transacts, and is doing business within the Jurisdiction. Its
19 activities in California are substantial, continuous and systematic. As such, Defendant
20 Holland America, N.V. has sufficient contacts with this judicial district to permit the
21 Court's exercise of personal jurisdiction over it. Further, Plaintiffs claims arise out of
22 Defendant Holland America, N.V.'s activities purposefully directed toward Defendant
23
24
25
26
27
28

1 RSVP, llc a California limited liability company. Defendant Holland America, N.V.
2 purposefully availed itself of the privilege of conducting activities within this state and
3 thus invoked the benefits and protections of California law. The exercise of personal
4 jurisdiction over Defendant Holland America, N.V. is reasonable.
5

6 **VENUE**

7 4. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b).
8

9 **THE PARTIES**

10 5. Plaintiff is BAOL¹, s.r.o. doing business as BEL AMI (hereinafter
11 alternatively referred to as BAOL or BEL AMI) is a Czech company engaged in the
12 business of producing, marketing, and distributing gay erotic entertainment products
13 throughout the world, including Internet website content, videos, DVDs, and
14 photographs.
15

16 6. Plaintiffs RUDKO BENKO, DANIEL TRNKA, PETR MASIN, LUKAS
17 GOMBIK, and MICHAL KARIKA are subjects of the Czech Republic. Plaintiffs
18 MILAN HANKOVSKY, IGOR CAFIK, and DANIEL FERENCIK are subjects of the
19 Slovak Republic. ADRIAN KOVACS, THAMAS URBAN, and ATTILA KISS are
20 subjects of Hungary. They are actors or models who have appeared in movies
21 produced and released by Plaintiff, BAOL, s.r.o. or videographers/photographers
22 engaged by Plaintiff, BAOL, s.r.o. Each of the individual Plaintiffs boarded the cruise
23
24
25
26

27 1. BAOL is an acronym for Bel Ami on Line.
28

1 ship Nieuw Amsterdam at the request of Defendant RSVP VACATIONS, llc.
2 (hereinafter referred to as the individual Plaintiffs).

3 7. Defendant RSVP VACATIONS, llc (hereinafter alternatively referred to
4 as RSVP) is a California limited liability company with its headquarters in
5 Minneapolis, Minnesota that operates a gay tour company.
6

7 8. Defendant Holland America, N.V. (hereinafter alternatively referred to as
8 Holland America) is a Dutch company with its headquarters in Seattle, Washington
9 that owns and operates the cruise ship Nieuw Amsterdam.
10

11 **INTRODUCTION**

12 9. Defendant RSVP hired a group of attractive young men to “mix and
13 mingle” with their gay passengers on a gay Mediterranean cruise aboard Defendant
14 Holland America’s cruise ship the Nieuw Amsterdam. In return, RSVP promised the
15 young men a “vacation” including food and safe passage from Barcelona around the
16 Western Mediterranean and back to Barcelona and promised Plaintiff BEL AMI that it
17 would be permitted to photograph and video graph the young men during the cruise.
18 Instead of a vacation, the young men experienced a nightmare.
19
20
21

22 10. RSVP’s entertainment manager contacted BEL AMI, the producer of gay
23 erotic movies, and requested that BEL AMI arrange for a group of its models to attend
24 the cruise. However, the entertainment manager requested that the young men “NOT
25 discuss with anyone including other representatives of RSVP or Atlantis Events ([its]
26
27
28

1 parent company), that [RSVP] provided them with free cabins”, and further
2 suggesting that the young men should lie and say the cruise was a “reward from Bel
3 Ami for their hard work” if anyone asked.
4

5 11. Rumors as to the circumstances relating to the young men’s presence on
6 the cruise began before the ship even left the dock. RSVP then had a change of heart.
7 Suddenly, concerned about how the secret arrangement might look to customers or
8 their parent company - or perhaps not satisfied that the young men were fulfilling their
9 end of the bargain, RSVP forced the young men off the ship at the first port of call and
10 left them stranded in Tunisia.
11

12 12. At the time, Tunisia was in the aftermath of the tumultuous civil uprising
13 that became known as the Arab Spring; an uprising so powerful that it led to the
14 removal of long-time President Zine El Abidine Ben Ali. The protests constituted the
15 most dramatic wave of social and political unrest in Tunisia in three decades and
16 resulted in scores of deaths and injuries.
17

18 13. With no reasonable explanation and under threat of arrest and confiscation
19 of their personal belongings and passports, RVSP forced the young men off the ship,
20 disregarding their request to wait at least one additional day when the ship would be in
21 Italy - a politically stable country within the European Union from where the young
22 men could have at least conceivably made it home by train.
23
24
25
26
27
28

1 14. Instead, the Defendants recklessly disregarded the young men's safety and
2 literally marooned them in an Islamic country in crises, where they could be targeted
3 for abuse, and where their safety was far from certain. The young men had limited
4 money, no Tunisian visas, no means of return passage, and no ability to speak the local
5 language. RSVP acted with no regard for the safety of these young men with no
6 explanation for their outrageous and reckless actions.
7

8
9 **FACTS COMMON TO ALL CLAIMS**

10 15. In June 2011, Tom Valach, RSVP' entertainment manager, contacted
11 BEL AMI's Chief Operating Officer, Stuart Davis, and asked if BEL AMI would
12 arrange to have a group of BEL AMI models attend a seven-day long Mediterranean
13 cruise to take place in July of 2011.
14

15 16. Mr. Valach and Mr. Davis exchanged several e-mails and telephone
16 conversations negotiating the terms of an agreement.
17

18 17. Under the terms, BEL AMI would arrange to have the models attend the
19 cruise. RSVP would provide passage and the young men would be entitled to meals
20 and all amenities offered to RSVP's other passengers. The BEL AMI models were
21 required to understand and speak English. They were also required to be "very
22 friendly and outgoing," to "mix and mingle with the passengers," and to attend "all
23 parties and events (in costume, where appropriate)".
24
25
26
27
28

1 18. Mr. Davis explained that BEL AMI was currently filming a documentary
2 about the company and that this cruise would make a nice backdrop for the
3 documentary footage. He specifically requested permission to shoot footage of the
4 models throughout the ship. Valach agreed and wrote that they could film what they
5 wanted in the staterooms and that otherwise any filming would have to exclude other
6 passengers, as well as, any RSVP or Holland America names or logos. Filming could
7 “not disrupt, cause offense, or inconvenience other cruise guests or Holland America
8 staff”. During subsequent telephone calls Mr. Valach repeated that BEL AMI would
9 be permitted to film on the ship. The ability to shoot documentary footage throughout
10 the ship was a significant factor in BEL AMI’s decision to enter the contract.
11

12 19. BEL AMI arranged to have the young men attend the cruise. They paid
13 their salaries for the time they would attend the cruise and paid for flights, lodging, and
14 other costs associated with attending the cruise. BEL AMI informed the young men of
15 the terms of the agreement including that they were permitted to film and photograph
16 the trip provided they did not film other passengers or RSVP or Holland America’s
17 names or logos.
18

19 20. On the first day of the cruise, the models went to the pool and a BEL AMI
20 photographer, Rudko Benko, took still photographs of the models enjoying the cruise,
21 lying in the sun, and swimming in the pool just as other passengers were doing.
22
23
24
25
26
27
28

1 21. BEL AMI models are well-known among BEL AMI's viewing audience
2 and easily identifiable. Many of the ships passengers recognized the models and
3 rumors quickly circulated that BEL AMI was on board to film a movie. The young
4 men received considerable attention from the other passengers, as one would expect.
5 Passengers asked the models if they were shooting a pornographic film, but when the
6 young men truthfully denied this, the passengers did not believe them.
7
8

9 22. Several RSVP representatives had conversations with Mr. Benko, each
10 time reiterating that BEL AMI could video graph and take photographs like any other
11 passenger but that they should avoid filming other passengers and any RSVP or
12 Holland America names or logos.
13

14 23. At all times, Mr. Benko and the models respected and adhered to these
15 requests, and at no time did they engage in or film any sexual activity - not even in the
16 privacy of their cabins.
17

18 24. On the morning of their first day at sea, Mr. Benko, on his own initiative
19 went to see the president of RSVP, in order to make sure everyone was in agreement as
20 to the parameters of the arrangement. RSVP's president did not express concern about
21 filming (which was allowed under the contract) but expressed concern that the young
22 men were getting too much attention and asked that they not all stay in one group.
23
24

25 25. In spite of the existing oral and written agreements, another RSVP
26 employee approached the group when they were filming on the sports level and
27
28

1 demanded that they stop filming. No other guests were in this area of the ship at the
2 time. After a discussion between Mr. Benko and the RSVP employee all filming
3 ceased, and Mr. Benko instructed the models they would not be filming anymore.
4

5 26. A short time later, RSVP's president asked Mr. Benko to meet with him.
6 At the meeting, he summarily informed Mr. Benko that he and the other young men
7 must leave the ship the next morning when it arrived in Tunisia.
8

9 27. Mr. Benko was astonished, having no understanding of the reason for the
10 demand. He explained that if there was a misunderstanding, he wanted to telephone
11 BEL AMI's offices and have the president or chief operating officer involved,
12 however, the BEL AMI offices were closed for the evening. Mr. Benko requested
13 that they be permitted to stay on board until the parties could speak with someone from
14 BEL AMI the next day. He also explained that he needed assistance from the BEL
15 AMI offices to make travel arrangements for the young men. He pointed out the
16 dangers inherent in being left in Tunisia and urged that they be permitted to stay on
17 board an additional day so that they could disembark in Italy. RSVP's employees
18 steadfastly refused and threatened that if the young men did not leave in Tunisia,
19 security would remove them from the ship. They also threatened the confiscation of
20 their personal belongings and equipment. Finally, they demanded that all the BEL
21 AMI passengers turn over their passports. Mr. Benko refused this request, but allowed
22 staff access to several passports at a time in order to process the young men for
23
24
25
26
27
28

1 expulsion. No one from RSVP or Holland America ever telephoned Mr. Davis or any
2 other BEL AMI officials before forcing the young men off the ship.

3 28. That evening more rumors circulated, and it became clear that RSVP had
4 informed passengers that they were forcing the BEL AMI models from the ship.

5 29. Emboldened by RSVP's drastic measures and the negative representation
6 of the young men that was now being circulated, some passengers approached the
7 young men and requested that they engage sex for money. It was clear that the
8 passengers now felt the young men were not worthy of even the most basic of human
9 dignities. The young men of course refused these requests.

10 30. The young men returned to their cabins, although they could not sleep,
11 fully aware that the next day they would be forced off the ship in Tunisia and not
12 knowing what steps they would need to take to get home. They had little choice but to
13 put their faith in Mr. Benko and hope for the best.

14 31. In the morning, the young men were forced off the ship, while hundreds
15 of other passengers watched. They waited for hours, sitting on the curb next to the port
16 while Mr. Benko attempted to obtain visas. Hungry, scared, humiliated, and
17 despondent, they passed another sleepless night - this time in strange country in the
18 aftermath of a tumultuous civil uprising.

1 32. When they returned home, the young men suffered even more indignity as
2 they were teased by friends about being forcibly removed from the ship. Blogs were
3 already reporting the news, causing the young men further humiliation.
4

5 33. BAOL, s.r.o also suffered damage to its reputation and goodwill. Further,
6 they were forced to pay the hotel and transportation costs relating to getting the young
7 men back home. Because of Defendants' actions, BEL AMI never received any of the
8 benefit it had bargained for when it agreed to arrange for the young men to attend the
9 cruise.
10

11 34. Plaintiffs are informed and believe and based thereon allege that at all
12 times herein mentioned, each of the Defendants, was the agent, employee, servant, co-
13 venturer and/or representative of each of the other Defendants and was at all times
14 herein mentioned acting within the purpose and scope of said agency, venture,
15 employment and/or representation and with actual or ostensible authority and agency
16 and that each of the Defendants ratified the actions and/or conduct of the others.
17
18

19
20 **FIRST CAUSE OF ACTION**
21 **BY PLAINTIFF BAOL, S.R.O.**
22 **AGAINST DEFENDANT RSVP VACATIONS, LLC**
23 **FOR BREACH OF CONTRACT**

24 35. Plaintiff BAOL, s.r.o. repeats and incorporates by this reference the
25 allegations set forth in all previous paragraphs.
26

27 36. BEL AMI and RSVP entered a contract that was written, oral, and implied
28 in fact.

1 37. The contract terms were clear enough that the parties understood what
2 each was required to do under the contract which included the following. RSVP was
3 to provide approximately ten BEL AMI models lodging aboard Holland America's
4 cruise ship the Nieuw Amsterdam for its July 2011 Mediterranean cruise. RSVP was
5 required to safely transport the models to the various ports along the course of the
6 cruise and return them to Barcelona. RSVP would provide food and all other
7 amenities normally awarded to passengers of the cruise. RSVP also offered several
8 discounted cabins for BEL AMI staff who were not actors. BAOL, s.r.o. was to
9 arrange to have a group of friendly, English speaking, BEL AMI models attend the
10 cruise to mix and mingle with the passengers and attend all ship parties (in costume if
11 appropriate). BEL AMI was further required to arrange to have the models transported
12 to and from the ship's point of departure - Barcelona, Spain. BEL AMI was permitted
13 to take documentary film footage throughout the ship, provided they refrained from
14 filming other passengers or RSVP and Holland America's logos.
15
16
17
18

19 38. The parties each agreed to give the other something of value. BEL AMI
20 expected to benefit by increasing positive recognition of the BEL AMI brand and to
21 have the opportunity to take documentary film footage of its models on the cruise ship.
22 RSVP expected to benefit from having its brand associated with cruises that attract
23 good-looking young men - the type one would expect to see in a BEL AMI film.
24
25
26
27
28

1 39. The parties understood and agreed to the terms, and each party took steps
2 towards fulfilling the terms of the contract based on that agreement.

3 40. BEL AMI did all, or substantially all of the significant things that the
4 contract required it to do, or to the extent Defendant's made it impossible to perform
5 was excused from having to do those things and refrained from doing anything
6 prohibited by the contract.
7

8 41. All the conditions required for RSVP's performance had occurred.

9 42. RSVP failed to perform its obligations under the contract.

10 43. As a result of RSVP's failure to perform its obligations under the contract,
11 Plaintiff BAOL, s.r.o. has suffered substantial compensable losses, including damage
12 to its business reputation and goodwill, the exact nature and extent of which are not yet
13 fully ascertained, however, Plaintiff BAOL, s.r.o. estimates the same to be in excess of
14 five hundred thousand (\$500,000). Proof of the extent of damages will be offered at
15 the time of trial.
16

17 44. RSVP's failure caused BEL AMI significant financial burdens and caused
18 harm to BEL AMI's business reputation. At the time the parties entered the contract,
19 RSVP knew or reasonably should have known of all the harm BAOL would suffer if
20
21
22
23
24
25
26
27
28
RSVP did not perform its obligations under the contract.

SECOND CAUSE OF ACTION
BY PLAINTIFF BAOL, S.R.O.
AGAINST DEFENDANT RSVP VACATIONS, LLC
FOR FRAUD

1
2
3
4 45. Plaintiff BAOL repeats and incorporates by this reference the allegations
5 set forth in all previous paragraphs.

6
7 46. Defendant RSVP intentionally misrepresented or concealed facts from
8 BEL AMI.

9
10 47. RSVP's entertainment manager represented to BEL AMI that its
11 videographer could film and photograph the BEL AMI models throughout the ship for
12 use in a documentary film. He concealed from BEL AMI that some officials within
13 RSVP, its parent company, Atlantis Events, Inc, and the cruise line, Holland America,
14 would not allow BEL AMI's videographer and photographer to film and photograph
15 the BEL AMI models on the ship for use in a documentary film.

16
17 48. When RSVP's entertainment manager made these representations and
18 concealed and failed to disclose the truth, he knew of the falsity of his statements.
19 More specifically, he knew that some officials within RSVP, its parent company,
20 Atlantis Events, Inc., and the cruise line, Holland America, would not allow BEL
21 AMI's videographer and photographer to film and photograph the BEL AMI models
22 on the ship for use in a documentary film.

23
24 49. RSVP intended to defraud and induced BAOL, s.r.o. to enter the contract.
25 More specifically, RSVP's entertainment manager made the false representations and
26
27
28

1 concealed and failed to disclose the truth in order to induce BEL AMI to enter the
2 contract and arrange to have BEL AMI models attend the cruise.

3 50. BEL AMI relied on the representations made by RSVP's entertainment
4 manager. BEL AMI spent significant resources to arrange for the models to attend the
5 cruise. In addition to the administrative time associated with making the arrangements,
6 BEL AMI paid for the models' round trip fare to Barcelona, paid salaries to the
7 models, photographer and videographer, and did not have these individuals available
8 for other work during the time they were away to attend the cruise.
9

10 51. In return, BEL AMI was to receive two benefits. One was the benefit of
11 having the very recognizable and well known BEL AMI models interact with
12 thousands of gay passengers on the cruise, thus raising the profile of the company,
13 increasing good will, and building brand recognition. This benefit was somewhat
14 limited by the fact that RSVP would not allow direct promotion of BEL AMI and the
15 models were prohibited from distributing any promotional materials. The second
16 benefit was the opportunity to shoot documentary film footage. This was a significant
17 factor in BEL AMI's decision to agree to the other terms of the contract.
18
19
20
21

22 52. BEL AMI was justified on relying on the entertainment manager's
23 representations. BEL AMI had no reason to believe that RSVP's entertainment
24 manager was offering something that RSVP did not intend to deliver.
25
26
27
28

THE LAW OFFICE OF D. GILL SPERLEIN
345 GROVE STREET
SAN FRANCISCO, CA 94102
TEL: 415-404-6615 FAX: 415-404-6616

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

53. As a result of BEL AMI's reliance on RSVP's misrepresentations, BAOL suffered damages, including damage to its business reputation and goodwill. The exact nature and extent of these damages are not yet fully ascertained, proof of which will be offered at the time of trial, however, Plaintiff BAOL, s.r.o. estimates the same to be in excess of five hundred thousand (\$500,000).

54. Defendant Holland America's actions amount to oppression, fraud, and/or malice and thus Plaintiff, in addition to actual damages, may recover damages for the sake of example and by way of punishing the defendant.

THIRD CAUSE OF ACTION
BY PLAINTIFF BAOL, S.R.O.
AGAINST DEFENDANT HOLLAND AMERICA, N.V.
FOR INDUCING BREACH OF CONTRACT

55. Plaintiff BAOL repeats and incorporates by this reference the allegations set forth in all previous paragraphs.

56. At all times material hereto, Plaintiff BAOL, s.r.o. had a valid and existing contract with Defendant RSVP Vacations, llc, under which RSVP was to provide passage, food, and other amenities to the BEL AMI passengers and would allow BEL AMI to film a video documentary of the models while on the cruise. The BEL AMI passengers were to mix and mingle with other RSVP passengers and attend all parties.

57. Plaintiff BAOL is informed and believes and based thereon alleges that at all times material hereto Defendant Holland America, N.V. knew of the contract.

THE LAW OFFICE OF D. GILL SPERLEIN
345 GROVE STREET
SAN FRANCISCO, CA 94102
TEL: 415-404-6615 FAX: 415-404-6616

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

58. Plaintiff BAOL is informed and believes and based thereon alleges that Holland America intended to cause RSVP to breach the contract by forcing the BAOL passengers off the Nieuw Amsterdam.

59. Plaintiff BAOL is informed and believes and based thereon alleges that Holland America's conduct proximately caused RSVP to breach the contract.

60. As a result of the breach, Plaintiff BAOL, s.r.o. suffered harm.

61. Holland America's conduct was a substantial factor in causing the harm suffered by BAOL, s.r.o., including damage to its business reputation and goodwill. The exact nature and extent of these damages are not yet fully ascertained, proof of which will be offered at the time of trial, however, Plaintiff BAOL, s.r.o. estimates the same to be in excess of five hundred thousand (\$500,000).

62. Defendant Holland America's actions amount to oppression, fraud, and/or malice and thus Plaintiff, in addition to actual damages, may recover damages for the sake of example and by way of punishing the defendant.

FOURTH CAUSE OF ACTION
BY PLAINTIFF BAOL, S.R.O.
AGAINST DEFENDANT HOLLAND AMERICA, N.V.
FOR INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

63. Plaintiff BAOL repeats and incorporates by this reference the allegations set forth in all previous paragraphs.

64. At all times material hereto, Plaintiff BAOL, s.r.o. had a valid and existing contract with Defendant RSVP Vacations, llc, under which RSVP was to

1 provide passage and food to the BAOL passengers and the BAOL passengers were to
2 mix and mingle with other RSVP passengers and attend all parties.

3 65. Plaintiff BAOL is informed and believes and based thereon alleges that
4
5 Holland America knew of the contract.

6 66. Plaintiff BAOL is informed and believes and based thereon alleges that
7
8 Holland America intended to disrupt the performance of this contract.

9 67. Plaintiff BAOL is informed and believes and based thereon alleges that
10
11 Holland America's conduct prevented performance or made performance more
12 expensive or difficult.

13 68. Plaintiff BEL AMI was harmed by RSVP's breach of the contract.

14 69. Holland America N.V.'s interference with contractual relationships, was a
15
16 substantial factor in causing damages Plaintiff BAOL, s.r.o. has suffered including
17
18 substantial compensable losses, including damage to its reputation and good will, the
19 exact nature and extent of which are not yet fully ascertained, proof of which will be
20 offered at the time of trial, however, Plaintiff BAOL, s.r.o. estimates the same to be in
21 excess of five hundred thousand (\$500,000).

22 70. Defendant Holland America's actions amount to oppression, fraud, and/or
23
24 malice and thus Plaintiff, in addition to actual damages, may recover damages for the
25 sake of example and by way of punishing the defendant.

FIFTH CAUSE OF ACTION
BY ALL PLAINTIFFS
AGAINST DEFENDANT RSVP, LLC
FOR NEGLIGENCE

1
2
3
4 71. Plaintiffs repeat and incorporate by this reference the allegations set forth
5 in all previous paragraphs.

6
7 72. At all times mentioned herein, Defendants offered to the public to carry
8 persons and property and maintained regular places of business for the purpose of
9 transporting passengers and charged standard fees for their services. Thus, under the
10 law, Defendant RSVP, Vacations, llc is a common carrier.

11
12 73. Defendant RSVP was under a legal duty to exercise reasonable care under
13 the circumstances.

14
15 74. RSVP failed to use reasonable care under the circumstances to prevent
16 harm to BAOL, s.r.o. and the BEL AMI passengers and thus was negligent.

17
18 75. RSVP's conduct was an extreme departure from what would have been
19 reasonable under the circumstances, and thus their actions amounted to gross
20 negligence.

21
22 76. RSVP breached its legal duty to exercise care, by expelling the BEL AMI
23 passengers from the ship, abandoning them in Tunisia and thereby causing them to
24 suffer harm.

25
26 77. Plaintiffs suffered harm and RSVP's negligent conduct was the proximate
27 cause of the harm suffered by BAOL, s.r.o. and the BEL AMI passengers, including
28

1 damage to their business reputation and goodwill. The exact nature and extent of these
2 damages are not yet fully ascertained, proof of which will be offered at the time of
3 trial, however, Plaintiff's estimate the same to be in excess of five hundred thousand
4 (\$500,000).
5

6 78. Defendant RSVP's actions amount to oppression, fraud, and/or malice
7 and thus Plaintiff, in addition to actual damages, may recover damages for the sake of
8 example and by way of punishing the defendant.
9

10 **SIXTH CAUSE OF ACTION**
11 **BY PLAINTIFFS RUDKO BENKO, DANIEL TRNKA,**
12 **MILAN HANKOVSKY, PETR MASIN, IGOR CAFIK,**
13 **ADRIAN KOVACS, THAMAS URBAN, LUKAS GOMBIK, MICHAL**
14 **KARIKA, ATTILA KISS, and DANIEL FERENCIK**
15 **AGAINST DEFENDANT RSVP, LLC**
16 **FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

17 79. Plaintiffs repeat and incorporate by this reference the allegations set forth
18 in all previous paragraphs.

19 80. With no explanation, RSVP in full view of thousands of other passengers
20 forced RUDKO BENKO, DANIEL TRNKA, MILAN HANKOVSKY, PETR
21 MASIN, IGOR CAFIK, ADRIAN KOVACS, THAMAS URBAN, LUKAS
22 GOMBIK, MICHAL KARIKA, ATTILA KISS, and DANIEL FERENCIK
23 (hereinafter "young men" or "BAOL passengers") to disembark from the cruise ship
24 Nieuw Amsterdam in Tunisia, a country reeling from the effects of the Arab Spring
25 Uprising.
26
27
28

1 81. RSVP knew the young men did not have visas that would be required to
2 leave Tunisia.

3 82. RSVP threatened to confiscate the young men's personal belongings,
4 equipment, and passports if they did not disembark in Tunisia. They also threatened to
5 have them fiscally removed by security if they did not disembark.
6

7 83. RSVP never explained to the young men the reason they were being
8 forced from the ship and gave them no warning and no opportunity to cure the problem
9 - whatever it was.
10

11 84. RSVP refused to wait an additional day so that the young men could
12 contact someone from the BAOL, llc office to further discuss the matter and seek
13 resolution or to assist in making alternative travel arrangements. RSVP did not contact
14 BEL AMI company officials to discuss the situation prior to forcing the young men
15 from the ship.
16

17 85. RSVP refused the young men's request to stay on board an additional day
18 until the ship was in a Italy - a politically stable country that is a member of the
19 European Community.
20

21 86. RSVP failed to explore any other option for addressing whatever its
22 concerns were about having the young men remain on the ship.
23

24 87. RSVP informed other passengers that they were forcing the BEL AMI
25 passengers to leave the ship.
26

THE LAW OFFICE OF D. GILL SPERLEIN
345 GROVE STREET
SAN FRANCISCO, CA 94102
TEL: 415-404-6615 FAX: 415-404-6616

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

88. RSVP's conduct was outrageous and went beyond all bounds of decency. Any reasonable person would regard this conduct as intolerable in a civilized community.

89. RSVP acted with reckless disregard of the probability that the BEL AMI passengers would suffer emotional distress.

90. The young men each suffered severe emotional distress in the form of anguish, fright, horror, nervousness, grief, anxiety, worry, shock, humiliation, and shame.

91. RSVP's conduct was a substantial factor in causing the young men's severe emotional distress.

92. Defendant RSVP is guilty of oppression, fraud, and/or malice and thus Plaintiff, in addition to actual damages, may recover damages for the sake of example and by way of punishing the defendant.

SEVENTH CAUSE OF ACTION
BY PLAINTIFFS RUDKO BENKO, DANIEL TRNKA, MILAN HANKOVSKY,
PETR MASIN, IGOR CAFIK, ADRIAN KOVACS,
THAMAS URBAN, LUKAS GOMBIK, MICHAL KARIKA,
ATTILA KISS, and DANIEL FERENCIK
AGAINST DEFENDANT RSVP, LLC
FOR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

93. Plaintiffs repeat and incorporate by this reference the allegations set forth in all previous paragraphs.

1 94. By nature of its position as a common carrier and its contract with BAOL,
2 RSVP owed a special duty of care to Plaintiffs.

3 95. In forcing the BEL AMI passengers from the ship in Tunisia, RSVP's
4 actions were negligent in carrying out that duty.
5

6 96. As a result, the young men each suffered serious emotional distress in the
7 form of anguish, fright, horror, nervousness, grief, anxiety, worry, shock, humiliation,
8 and shame.
9

10 97. RSVP's conduct was a substantial factor in causing the young men's
11 severe emotional distress.
12

13 98. Defendant RSVP is guilty of oppression, fraud, and/or malice and thus
14 Plaintiff, in addition to actual damages, may recover damages for the sake of example
15 and by way of punishing the defendant.
16

17 **JURY DEMAND**

18 99. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff
19 demands a trial by jury of all issues properly triable by a jury in this action.
20

21 **PRAYER**

22 WHEREFORE, Plaintiffs respectfully request judgment as follows:

- 23 1) That the Court order Defendants to pay Plaintiffs' general, special, and actual
24 damages as follows:
25
26
27
28


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- a. Plaintiff BAOL, s.r.o.'s damages caused by Defendant RSVP's breach of contract;
 - b. Plaintiff BAOL, s.r.o.'s damages caused by Defendant RSVP's fraud;
 - c. Plaintiff BAOL, s.r.o.'s damages caused by Defendant Holland America's inducement of breach of contract and intentional interference with contractual relationships;
 - d. Plaintiffs RUDKO BENKO, DANIEL TRNKA, MILAN HANKOVSKY, PETR MASIN, IGOR CAFIK, ADRIAN KOVACS, THAMAS URBAN, LUKAS GOMBIK, MICHAL KARIKA, ATTILA KISS, and DANIEL FERENCIK's damages for injuries suffered as a result of Defendant RSVP's intentional and negligent infliction of emotional distress;
- 2) Punitive damages of no less than one million dollars (\$1,000,000) for Defendant RSVP's actions as provided for under California Civil Procedure § 3294 for the damage to Plaintiffs caused by their fraud, gross negligence, and intentional and negligent infliction of emotional distress.
- 3) Punitive damages of no less than one million dollars (\$1,000,000) for Defendant Holland America's actions as provided for under California Civil Procedure § 3294 for the damage caused by their inducement of breach of contract and intentional interference with contractual relationships.

- 1 4) That the Court order Defendants to pay Plaintiffs' costs in bringing this action;
2 5) That the Court order Defendants to pay pre and post judgment interest according
3 to law; and
4
5 6) That the Court grant to Plaintiffs such other and additional relief as is just and
6 proper.

7
8
9 Dated: *6/25/2013*

Respectfully submitted,

10
11
12 
13 D. GILL SPERLEIN

14 THE LAW OFFICE OF D. GILL SPERLEIN
15 Attorney for Plaintiffs
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Baol, sro., Rudko Benko, Daniel Trnka, Milan Hankovsky, Michal Karika, Petr Masin, Igor Cafik, Adrian Kovacs, Tamas Urban, Lukas Gombik, Attila Kiss, and Daniel Ferencik.	DEFENDANTS RSVP Vacations, llc and Holland America Line, N.V.,
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) D. Gill Sperlein (SBN 172887) ph: 415-404-6615 The Law Office of D. Gill Sperlein fx: 415-404-6616 345 Grove Street, San Francisco, CA 94102 gill@sperleinlaw.com	Attorneys (If Known)

ORIGINAL

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input checked="" type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify):	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
---	---	--	---	---	--	---

V. REQUESTED IN COMPLAINT: **JURY DEMAND:** Yes No (Check 'Yes' only if demanded in complaint.) In excess of \$75,000

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** according to proof

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 28 U.S.C.A. § 1332

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Rct. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
---	---	--	---	---	---

CV12-05523

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	See Attached Sheet

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Defendant RSVP Vacations, llc - Los Angeles County	Defendant Holland America N.V. - the Netherlands

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Fraud - Minnesota; all other claims Tunisia

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): *[Signature]* Date 6/25/2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

ATTACHMENT TO CIVIL COVERSHEET

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
- Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in District.*	California County outside this District, State, if other than California, or Foreign Country
	Baol, sro., the Czech Republic Rudko Benko, the Czech Republic Daniel Trnka, the Czech Republic Milan Hankovsky, the Slovak Republic Michal Karika, the Czech Republic Petr Masin, the Czech Republic Igor Cafik, the Slovak Republic Adrian Kovacs, Hungary Tamas Urban, Hungary Lukas Gombik, the Czech Republic Attila Kiss, Hungary Daniel Ferencik, the Slovak Republic