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**CLERK, U.S. DISTRICT COURT
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Elizabeth Ann "Betsy" Arbelovsky
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IN THE UNITED STATES DISTRICT COURT

DISTRICT OF ALASKA

ELIZABETH ANN ARBELOVSKY,)
)
 Plaintiff,)
)
 v.)
)
 HOLLAND AMERICA LINE, N.V.,)
)
 Defendant.)
 _____)

No. 3:14-cv- 00174-TMB

**COMPLAINT FOR
INJUNCTIVE RELIEF
AND DAMAGES
[ADA Title III]**

1. Almost two years ago, plaintiff Elizabeth Ann ("Betsy") Arbelovsky, her husband, and friends planned a trip on the Holland America Line cruise ship M.S. Statendam, from Seward to Vancouver, B.C.. Before and during the trip, defendant Holland America violated Title III of the Americans with Disabilities Act by failing adequately to accommodate Ms. Arbelovsky and her service animal. The inconveniences included requiring Ms. Arbelovsky to obtain a certificate that was in fact not necessary; requiring the Arbelovskys and the service animal to board late; making it impossible for the service animal to do his job on shipboard until the ship had sailed all the way from Seward to Southeastern Alaska. This lawsuit is Ms. Arbelovsky's claim for damages, and for injunctive relief so that this never happens again to her and to others whose safety and comfort on cruise ships depend on having a service animal.

PARTIES

2. Plaintiff Betsy Arbelovsky is an adult resident of Kenai, Alaska. She experiences a disability, Parkinson's, that limits her ability to walk, including the ability to walk down stairs. At all relevant times she has been assisted by a service animal, whose job is to assist with medical alerts and mobility.

3. Defendant Holland America Line, N.V., is a corporation which has offices in Seattle, Washington, and, among other things, operates the cruise ship M.V. Statendam.

JURISDICTION AND VENUE

4. This Court has jurisdiction to hear this case under the enforcement provisions of Title III of the Americans with Disabilities Act, 42 U.S.C. § 12188(a), which in turn cross-references the procedures in 42 U.S.C. § 2000a-3(a). Venue in this case lies in the District of Alaska, which is where the voyage started and where many of the violations occurred.

FACTS

5. During the summer of 2012, plaintiff, her husband, and friends decided to take a cruise. She booked passage through defendant's website and help line, informing defendant at each relevant stage that she would need an accommodation for herself and her service animal. Defendant advertises itself as accommodating and welcoming passengers with disabilities.

6. Plaintiff informed defendant that because her disability limits her ability to walk down steps but not up them, she would need a stateroom below the evacuation decks so that if necessary, she could walk up to the evacuation deck to exit the ship. Defendant agreed to give her and her husband a stateroom below decks.

6. The ship was scheduled to leave Seward during the day of September 16, 2012.

7. About three days before the scheduled departure, plaintiff was told by an employee of defendant's that absent an International Health Certificate specific certificate, defendant would not allow her service animal to board.

8. In fact, as plaintiff pointed out to the employee over the next two days, a certificate is not necessary because neither Canadian nor American authorities require it.

9. The day after an employee of defendant told plaintiff that she needed an International Health Certificate for the service animal, an employee told her that she would not be allowed to board without a certificate of service dog ownership. The employee told plaintiff that if she did not board with these documents, she would be responsible for all other passengers being barred from disembarking from the cruise ship at its ports of call.

10. Despite defendant's explaining to them that the service animal would not be allowed to board, plaintiff and her husband traveled to Seward, accompanied by the service animal.

11. When plaintiff and her husband got in line to get on the ship, they were called out of line by a worker for the port, who explained that they would only be allowed to board after approval from a specific employee of defendant's.

12. By the time that employee arrived, all passengers who had been waiting in line behind plaintiff and her husband had boarded.

13. When the employee did allow plaintiff and her husband and the service animal to board, they were given a stateroom other than the one plaintiff had requested. It was above the evacuation level rather than below it.

14. There was then a question about the service animal. Defendant provided only one place on the ship, a "Service Dog Relief Area," where the service animal was to relieve itself. This was at the stern, on a different level from plaintiff's stateroom, in a box in a compartment with a heavy metal door. It was not possible for plaintiff to take the service animal there herself, or to open the door to the compartment that contained the box.

15. In addition, defendant had doused the box with a chemical disinfectant or other substance that made it impossible for the service animal in question to use it.

16. During the first day and one half after the cruise ship sailed, plaintiff and her husband spent most of their time trying to make use of the relief area for the service animal and to convince Holland America Line to make accommodations for the animal.

17. More than a day after the ship sailed, defendant agreed to move the box to the lanai outside plaintiff's stateroom.

18. Plaintiff and her husband completed the cruise.

19. Plaintiff intends to take cruises in the future, including cruises with Holland America Line, N.V., although not if conditions on those cruises resemble the conditions created by defendant on this particular cruise.

CLAIMS UNDER TITLE III

20. In 42 U.S.C. § 12182, Title III of the Americans with Disabilities Act forbids a place of public accommodation to discriminate against someone because of their disability, and requires the place of public accommodation to accommodate the person's disabilities.

21. The Holland America Line's cruise ships are places of public accommodation under 42 U.S.C. § 12181.

22. As applied to plaintiff, defendant's conduct violated the ADA in the following ways:

a. Informing plaintiff that the service animal would not be allowed to accompany her unless it had a specific certificate and she had an ownership certificate, thus facing her with the choice between going to Seward to try to talk her way on board, and putting her at risk of drastically inconveniencing the other passengers, and foregoing the entire trip.

b. Delaying their boarding so that they had to board after other passengers who had been behind them in line were on board.

c. Giving them a stateroom on the wrong level of the ship, so in an emergency plaintiff would not be able to walk to an evacuation area.

d. Giving them a stateroom at such a distance from the place at which the service animal was to relieve itself that plaintiff was unable personally to take the service animal there.

e. Creating a place for the service animal to relieve itself that had a door that plaintiff was not able to open.

f. Dousing the service animal relief area with a chemical that deterred the service animal from using the area for its intended purpose.

f. Failing to move the box for the service animal to a more accessible location until more than a day had passed since the cruise began.

PRAYER FOR RELIEF

WHEREFORE, plaintiff Betsy Arbelovsky respectfully requests that the Court enter the following injunctive relief, and award to her the following damages:

INJUNCTIVE RELIEF

1. Making it clear on all application materials that service animals are welcome whether or not they have the specific certificates defendant demanded of plaintiff.

2. Allowing passengers with service animals to board at the same time and in the same way as other passengers.

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3. Giving passengers with disabilities staterooms that make it easiest for them to get to an evacuation area – that is, in the case of a passenger with mobility limitations who finds it much easier to walk up stairs than down them, giving that passenger a stateroom below the evacuation deck rather than above it.

4. Making arrangements for a service animal to relieve itself at a location convenient to the stateroom in which the service animal will be staying.

5. Making arrangements for a service animal to relieve itself in a place that has not been chemically treated to deter a service animal from using it.

6. Promptly modifying arrangements for the place at which a service animal will be relieving itself if it becomes clear during a cruise that the arrangements need to be modified.

DAMAGES

Damages, in an amount to be proven at trial, to compensate plaintiff for

7. The inconvenience of arguing over several days with employees of defendant who demanded certificates and threatened that plaintiff not only would not be allowed to board but would inconvenience her fellow travelers if she did;

8. Being forced to wait while other passengers boarded;

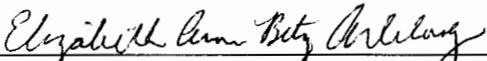
9. Having the trip disrupted,, for at least the first 40 hours, in making alternative arrangements for the service animal; and

10. Other claims for relief to be proven at trial.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury.

RESPECTFULLY SUBMITTED this 12 day of September, 2014.



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