

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT

ELIZABETH LOO VINNEDGE, an individual,
DAVID EINHORN, on his own behalf and as
the Executor of the ESTATE OF
FRANCES ARLENE EINHORN, MICHAEL
THOMAS EINHORN, an individual, and
CHERYL FELICE EINHORN, an individual,

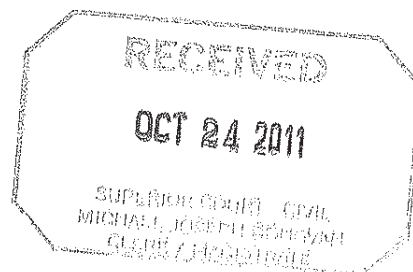
Plaintiffs,

v.

GRAND CIRCLE LLC, a Delaware limited
liability company d/b/a GRAND CIRCLE
TRAVEL a/k/a GRAND CIRCLE TRAVEL,
INC.,

Defendant.

CIVIL ACTION NO: 11-3603 F



FIRST AMENDED COMPLAINT AND JURY DEMAND

Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, on his own behalf and as the Executor of the ESTATE OF FRANCES ARLENE EINHORN, MICHAEL THOMAS EINHORN, and CHERYL FELICE EINHORN ("Plaintiffs"), by and through the undersigned attorneys, and upon information and belief sue the Defendant, GRAND CIRCLE LLC, d/b/a GRAND CIRCLE TRAVEL a/k/a GRAND CIRCLE TRAVEL, INC. (hereinafter "GRAND CIRCLE" or "Defendant"), a Delaware limited liability company, and states as follows:

PRELIMINARY STATEMENT

1. Plaintiffs bring this action against Defendant GRAND CIRCLE and seek compensatory and punitive damages for the serious physical injuries and losses suffered by Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN; for the wrongful death of

FRANCES ARLENE EINHORN; for the negligent infliction of emotional distress on Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN; for the loss of consortium of Plaintiffs DAVID EINHORN, MICHAEL THOMAS EINHORN and CHERYL FELICE EINHORN; and for misrepresentations and breach of implied warranty which also constitute violation of M.G.L. ch. 93A, all arising out of a bus crash which occurred on the road between Aswan, Egypt and Abu Simbel, Egypt on December 26, 2010.

PARTIES

Plaintiffs

2. At all material times, Plaintiff ELIZABETH LOO VINNEDGE was a citizen of the United States of America and a resident of Bowie, Maryland.

3. On December 26, 2010, Plaintiff ELIZABETH LOO VINNEDGE sustained physical, emotional and material damages outside of Aswan, Egypt while lawfully riding on a tour bus controlled by Defendant GRAND CIRCLE as part of a 15-day Ancient Egypt and the Nile River CruiseTour offered and arranged by Defendant GRAND CIRCLE.

4. At all material times, Plaintiff DAVID EINHORN was a citizen of the United States of America and a resident of West Hills, California.

5. On December 26, 2010, Plaintiff DAVID EINHORN sustained physical, emotional and material damages outside of Aswan, Egypt while lawfully riding on a tour bus controlled by Defendant GRAND CIRCLE as part of a 15-day Ancient Egypt and the Nile River CruiseTour offered and arranged by Defendant GRAND CIRCLE.

6. Plaintiff DAVID EINHORN was nominated and appointed as Executor in the Last Will and Testament of his wife FRANCES ARLENE EINHORN which was executed on

December 6, 2002 pursuant to the laws of the State of California where the couple resided together.

7. At all material times until her death on December 26, 2010, FRANCES ARLENE EINHORN was a citizen of the United States of America and a resident of West Hills, California.

8. On December 26, 2010, FRANCES ARLENE EINHORN was killed outside of Aswan, Egypt while lawfully riding on a tour bus controlled by Defendant GRAND CIRCLE as part of a 15-day Ancient Egypt and the Nile River CruiseTour offered and arranged by Defendant GRAND CIRCLE.

9. At all material times, Plaintiff MICHAEL THOMAS EINHORN was a citizen of the United States of America and resident of Seattle, Washington.

10. At all material times, Plaintiff CHERYL FELICE EINHORN was a citizen of the United States of America and resident of Westlake Village, California.

Defendant

11. At all material times, Defendant GRAND CIRCLE was and is a limited liability company formed under the laws of the State of Delaware with its principal place of business in Suffolk County, Massachusetts at 347 Congress Street, Boston, MA 02210.

JURISDICTION AND VENUE

12. This is an action for damages in excess of \$25,000.00, exclusive of interest, costs and attorney fees.

13. Jurisdiction of the Suffolk County Superior Court is proper over this matter pursuant to M.G.L. ch. 212, § 3 and M.G.L. ch. 223A, §2.

14. Venue is proper in this Court under M.G.L. ch. 223, § 8(4).

15. Furthermore, the “General Terms and Conditions” issued by Defendant GRAND CIRCLE state “[a]ny claims against [GRAND CIRCLE] must be brought in the Courts of the Commonwealth of Massachusetts, to the exclusion of the Courts of any other state and country.” Therefore, Defendant has explicitly consented to jurisdiction and venue within the Commonwealth of Massachusetts.

FACTUAL ALLEGATIONS

A. Defendant Grand Circle

16. Defendant GRAND CIRCLE is a tour operator of international land-based trips and river cruises aboard GRAND CIRCLE’s own private fleet of small cruise ships. The company was founded in 1958 and originally based in New York where it served members of American Association of Retired Persons (“AARP”) until 1982.

17. In 1985, Alan and Harriet Lewis acquired GRAND CIRCLE, and the headquarters was moved to Boston, Massachusetts.

18. Defendant GRAND CIRCLE describes itself as “the leader in international travel and discovery for Americans.”

19. Defendant GRAND CIRCLE currently employs approximately 2,500 employees and operates 45 offices throughout the world.

20. Defendant GRAND CIRCLE operates 80 trips in 100 countries and records annual sales in excess of \$600 million.

21. In “Driving With No Brakes,” a book written by Alan and Harriet Lewis about the purchase and operation of GRAND CIRCLE, the Lewises boast that GRAND CIRCLE has “119,000 travelers a year, primarily Americans over [the age of] 50.”

22. Defendant GRAND CIRCLE specifically targets Americans older than 50 years of age in its marketing and advertising campaigns. The company states on its website, “[W]e specialize in vacation for travelers over 50...[O]ur land-based programs often include lengthy motorcoach sightseeing tours that may not be enjoyable for younger travelers.”

23. Defendant GRAND CIRCLE induces this targeted demographic to purchase the company’s travel packages by presenting its tours as suitable for older travelers.

24. Defendant GRAND CIRCLE emphasizes that it controls the pace of the trips the company sells to ensure that the speed of the trip is appropriate for older travelers. GRAND CIRCLE’s website states, “*Travel shouldn’t feel like a race from one site to the next.... We know that you enjoy both visiting memorable locales and the chance to enjoy them at your own pace. We’ve planned itineraries that blend regional discovery with ‘down time,’ during which you can explore as little or as much as you like—at your leisure*” (emphasis added).

25. Defendant GRAND CIRCLE also emphasizes that it controls the operation of the trips the company sells to ensure that the trips are safe for older travelers. In its brochure “Grand Circle Small Ship Cruises: Worldwide Discovery by Land, Sea, and the World’s Great Waterways, 2010,” Defendant GRAND CIRCLE boasts that older travelers will “*enjoy peace of mind*” onboard “*private, Grand Circle-only river ships*” (emphasis added).

26. Defendant GRAND CIRCLE assures travelers that they will be in the “best of hands and well taken-care-of” when traveling on land as well. “We’ve taken the *necessary precautions* to ensure your well-being and safety during your *entire* vacation” (emphasis added).

27. Defendant GRAND CIRCLE’s website promises travelers “*you can always rest assured that your safety and comfort are our top priority, with a resident Program Director along, and our local staff in a regional office nearby*” (emphasis added).

28. In a further effort to lure older Americans into traveling with the company, Defendant GRAND CIRCLE touts resident Program Directors, employed by GRAND CIRCLE, as one of the safety measures GRAND CIRCLE provides that differentiates the company from its competition. GRAND CIRCLE's website states that "unlike other travel companies who rely on local guides ... to accompany you ashore, we make sure that your expertly trained Program Director joins you on every included tour."

29. According to Defendant GRAND CIRCLE's website, the company "hand-picks" its resident Program Directors from each travel destination because "[n]o one knows a place better than someone who lives and works there;" and, therefore, GRAND CIRCLE's Program Directors can "offer a more personal perspective on the customs, politics, and local issues that many American travelers miss."

30. Moreover, Defendant GRAND CIRCLE claims that its resident Program Directors take travelers "a step beyond where most Americans go" and promises that travelers "won't get lost in a crowd," because each Program Director is assigned to no more than 45 travelers on GRAND CIRCLE-guided tours.

31. Upon information and belief, thousands of Americans have traveled to Egypt on GRAND CIRCLE-guided tours.

32. In 2010, Defendant GRAND CIRCLE marketed and advertised a 15-day CruiseTour of "Ancient Egypt and the Nile River" in GRAND CIRCLE's Small Ship Cruises brochure.

33. In its brochure, GRAND CIRCLE boasts that it is "the only river cruise company exclusively for American travelers" and that GRAND CIRCLE has "tailor[ed] [its] entire

experience to the American perspective – from [its] itinerary’s included and optional features to all of [its] lectures, cultural discussions, and more.”

34. The CruiseTour of Ancient Egypt and the Nile River included a seven-night cruise on GRAND CIRCLE’s privately-owned M/S *River Anuket*.

35. Defendant GRAND CIRCLE also offered the option to purchase trip extensions and additional tours, including a trip by motorcoach from Aswan through the Egyptian desert to the Temples of Ramses II and Nefertari in Abu Simbel.

B. Plaintiff Elizabeth Loo Vinnedge

36. Plaintiff ELIZABETH LOO VINNEDGE was born February 13, 1946 in Macau, a colony of Portugal at the time, and now a special administrative region of the People’s Republic of China. She immigrated to the United States in 1967 under the sponsorship of her sister.

37. At the time of the bus crash outside of Aswan, Egypt on December 26, 2010, Plaintiff ELIZABETH LOO VINNEDGE was 64 years of age and enjoying a healthy, active and vital life.

38. Plaintiff ELIZABETH LOO VINNEDGE earned a Bachelor of Science degree in International Business Management with a concentration in Finance from San Francisco State University in 1980 where she graduated with the honor of Magna Cum Laude.

39. Plaintiff ELIZABETH LOO VINNEDGE graduated from the American Bankers Association's National Banking Compliance School in 1983 and worked in the fields of bank auditing and Federal banking examination working for, *inter alia*, the Federal Reserve Bank in San Francisco, Suburban Bancorp in Maryland, and Suburban Bank in Maryland.

40. In 1985, Plaintiff ELIZABETH LOO VINNEDGE became a licensed agent to sell real estate in the state of Maryland.

41. Plaintiff ELIZABETH LOO VINNEDGE was previously ranked in the top five percent of all real estate agents nationwide and was an annual recipient of a National Sales Award dating back to 1986. She is a prominent member of the Prince George's County Association of Realtors Distinguished Sales Club; and, in 1997, was inducted into the Club's Hall of Fame as a result of her continuous achievements. She has been a member of the Chairman of the Board Club of Weichert, Realtors since 1988 and has earned the professional designation of Graduate Realtor Institute (GRI) from the National Association of Realtors.

42. At the time of the bus crash on December 26, 2010, Plaintiff ELIZABETH LOO VINNEDGE was working as a real estate agent in association with Weichert, Realtors in Bowie, Maryland.

C. Relationship Between Plaintiff Elizabeth Loo Vinnedge and Grand Circle

43. Plaintiff ELIZABETH LOO VINNEDGE had traveled with Defendant GRAND CIRCLE, or its affiliates, on two occasions before December 2010.

44. As a result of her past travel with GRAND CIRCLE, Plaintiff ELIZABETH LOO VINNEDGE regularly received marketing materials from Defendant GRAND CIRCLE by mail for many years including her receipt of the "Grand Circle Small Ship Cruises: Worldwide Discovery by Land, Sea, and the World's Great Waterways, 2010" brochure.

D. Plaintiff Elizabeth Loo Vinnedge Books Egyptian Tour with Grand Circle

45. On approximately June 20, 2010, Plaintiff ELIZABETH LOO VINNEDGE spoke with a GRAND CIRCLE representative by telephone and booked the December 11, 2010

Ancient Egypt and the Nile River 15-Day CruiseTour and seven-day post-trip extension to Jordan offered by Defendant GRAND CIRCLE.

46. Plaintiff ELIZABETH LOO VINNEDGE paid a deposit of \$1,070.00 to GRAND CIRCLE by her Visa credit card on June 20, 2010.

47. At some point before September 19, 2010, a GRAND CIRCLE representative contacted Plaintiff ELIZABETH LOO VINNEDGE before her December 11, 2010 departure date and informed her that GRAND CIRCLE had cancelled the December 11, 2010 trip to Egypt due to insufficient participation. The GRAND CIRCLE representative told Plaintiff ELIZABETH LOO VINNEDGE that she was now booked for the December 18, 2010 trip to Egypt.

48. Plaintiff ELIZABETH LOO VINNEDGE paid the remaining balance of \$3,554.39 by her Visa credit card to GRAND CIRCLE on September 19, 2010 for the December 18, 2010 trip. Her reservation number was 2409331.

49. Defendant GRAND CIRCLE operated an Ancient Egypt and the Nile River CruiseTour beginning on December 11, 2010.

50. In or about November, 2010, Plaintiff ELIZABETH LOO VINNEDGE received a final document booklet from Defendant GRAND CIRCLE that included the final day-by-day itinerary for her December 18, 2010 trip to Egypt.

51. Plaintiff ELIZABETH LOO VINNEDGE booked her own flight to Egypt through United Air and its affiliates.

E. Plaintiff Elizabeth Loo Vinnedge's Egyptian Tour Before the Bus Crash

52. On December 12, 2010, Plaintiff ELIZABETH LOO VINNEDGE received an e-mail from Sameh Ali, wherein Ali identified himself as an employee of Defendant GRAND

CIRCLE who had been working for the company for six years. He also informed Plaintiff ELIZABETH LOO VINNEDGE that he would be her resident Program Director for the December 18, 2010 trip to Egypt and assured her that Egypt is a very safe country. Ali reiterated his assurance that Egypt is a very safe country in additional correspondence to Plaintiff ELIZABETH LOO VINNEDGE on December 15, 2010.

53. Defendant GRAND CIRCLE's brochures tout its Program Directors like Mr. Ali as individuals from whom "you'll have reliable assistance available at all times from the the on-site Grand Circle Travel Program Director.... He or she is supported along the way by local tour guides, who guide you expertly through particular sites and cities." The brochures further stated that "they [the Program Directors] receive specialized training directly from Grand Circle, training that is based on what we've learned from thousands of past travelers about how to make the trip most enjoyable."

54. Plaintiff ELIZABETH LOO VINNEDGE departed Washington Dulles International Airport and arrived in Cairo, Egypt at approximately 9 p.m. Egypt time on December 18, 2010.

55. From December 20, 2010 through December 23, 2010, Plaintiff ELIZABETH LOO VINNEDGE participated in GRAND CIRCLE tour activities in Cairo, Egypt including visiting the Museum of Egyptian Antiquities, the Pyramids of Giza, and the Great Sphinx of Giza.

56. On December 24, 2010, Plaintiff ELIZABETH LOO VINNEDGE traveled by air from Cairo, Egypt to Aswan, Egypt with approximately 135 other travelers, as scheduled by Defendant GRAND CIRCLE.

57. When they arrived in Aswan, Plaintiff ELIZABETH LOO VINNEDGE and the other travelers boarded GRAND CIRCLE's privately-owned boat the M/S *River Anuket* on which they were to be lodged for seven nights.

F. The Einhorn Family Plaintiffs

58. Plaintiff DAVID EINHORN was born on June 27, 1936 in Chicago, Illinois.

59. At the time of the bus crash outside of Aswan, Egypt on December 26, 2010, Plaintiff DAVID EINHORN was 74 years of age and enjoying a healthy, active and vital life as a retiree.

60. FRANCES ARLENE EINHORN was born on March 31, 1940 in Chicago, Illinois.

61. At the time of the bus crash outside of Aswan, Egypt on December 26, 2010, FRANCES ARLENE EINHORN was 70 years of age and enjoying a healthy, active and vital life as a retiree.

62. Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN met at a wedding in January 1961 and were married on December 23, 1961 in Chicago, Illinois.

63. Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN had two children together: Plaintiff MICHAEL THOMAS EINHORN, who was born on July 26, 1965; and Plaintiff CHERYL FELICE EINHORN, who was born on October 28, 1967.

64. Plaintiff DAVID EINHORN earned an Associate of Arts degree from the Pierce School of Agriculture in 1956 and a Bachelor of Arts degree from the University of California at Berkeley in 1958.

65. After his graduation from the University of California at Berkeley, Plaintiff DAVID EINHORN enlisted in the United States Army in January 1960 and subsequently

transferred to the United States Army Reserves in February 1961 until his Honorable Discharge from the Army on February 28, 1965.

66. Plaintiff DAVID EINHORN worked for the California Department of Transportation for 34 years primarily as a right-of-way agent responsible for appraising and purchasing property for the State for state highways and freeways. He retired from the California Department of Transportation in November 2000.

67. In June 2001, Plaintiff DAVID EINHORN was certified by the State of California as a Residential Real Estate Appraiser, and he engaged in residential real estate appraisal on a private part-time basis following his retirement from the California Department of Transportation.

68. Plaintiff DAVID EINHORN has been active in a number of civic and professional organizations including the International Right of Way Association, Toastmasters International, the American Society of Appraisers, the Creative Initiative Foundation and the Beyond War Movement that followed from it, and the National Alliance on Mental Illness.

69. Throughout his life, Plaintiff DAVID EINHORN has continually challenged himself through continuing education efforts in public speaking, negotiations, environmental concerns, and more recently in art and other subjects through the "Encore Program" for adult education at Pierce College near his home. He has also been active in his community speaking out against contamination of local reservoirs and against the use of nuclear reactors for energy or otherwise.

70. FRANCES ARLENE EINHORN earned a Bachelor of Arts degree from the University of Michigan in 1962 and a Master of Arts in Psychology from California State University, Northridge in 1977.

71. FRANCES ARLENE EINHORN chose to stay at home with her children for the first few years of their lives, but in the early-1970s, she began substitute teaching in the Los Angeles Unified School District in California.

72. FRANCES ARLENE EINHORN worked as a full-time teacher within the Los Angeles Unified School District for 24 years until June 2008 teaching first and second grades. She utilized her California Bilingual Certificate of Competency in Spanish to teach English to students whose English-language capabilities were limited and also to communicate better with the parents of students who did not know English.

73. In June 2008, FRANCES ARLENE EINHORN retired from the Los Angeles Unified School District to spend more time with her family, her grandchildren, and to travel with her husband.

74. Like her husband, FRANCES ARLENE EINHORN had diverse interests and was involved in organizations such as the Creative Initiative Foundation and the Beyond War Movement that followed from it, and the National Alliance on Mental Illness in addition to working with her husband in speaking out against contamination of local reservoirs and against the use of nuclear reactors for energy or otherwise.

75. Plaintiff MICHAEL THOMAS EINHORN was born on July 26, 1965 in Van Nuys, California.

76. Plaintiff MICHAEL THOMAS EINHORN currently resides in Seattle, Washington.

77. Plaintiff MICHAEL THOMAS EINHORN earned a Bachelor of Science in Mechanical Engineering from the University of California at Santa Barbara and a Master of Science in Mechanical Engineering from the University of Washington.

78. Plaintiff MICHAEL THOMAS EINHORN currently owns and operates Einhorn Engineering, PLLC, based in Seattle, Washington, that is an engineering services company specializing in ocean engineering related projects.

79. Plaintiff MICHAEL THOMAS EINHORN is married and has two children, ages 2 and 4.

80. Plaintiff CHERYL FELICE EINHORN was born on October 28, 1967 in Northridge, California.

81. Plaintiff CHERYL FELICE EINHORN currently resides in Westlake Village, California.

82. Plaintiff CHERYL FELICE EINHORN graduated from Chatsworth High School and immediately entered the horseracing industry. She became licensed in the thoroughbred industry in 1986, as a trainer of thoroughbred horses in 1988 and is currently a state-licensed bloodstock agent at every race track in California to buy and sell race horses.

83. Plaintiff CHERYL FELICE EINHORN has also worked as an actor for the past 12 years and is a member of the American Federation of Television and Radio Artists – a division of the AFL-CIO.

G. Relationship Between Plaintiffs David and Frances Einhorn and Grand Circle

84. Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN had traveled with Defendant GRAND CIRCLE, or its affiliate Overseas Adventure Travel, on three occasions before December 2010.

85. As a result of their past travel with GRAND CIRCLE or its affiliates, Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN regularly received marketing materials from Defendant GRAND CIRCLE by mail for many years including receipt of the

“Grand Circle Small Ship Cruises: Worldwide Discovery by Land, Sea, and the World’s Great Waterways, 2010” brochure.

H. Plaintiffs David and Frances Einhorn Book Israel, Egypt, and Jordan Tour with Grand Circle

86. In late September 2010, FRANCES ARLENE EINHORN spoke with a GRAND CIRCLE representative and booked the December 11, 2010 departure date for the Ancient Egypt and the Nile River 15-Day CruiseTour with the eight-day pre-trip extension to Jerusalem, Israel, and the seven-day post-trip extension to Jordan offered by Defendant GRAND CIRCLE.

87. Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN made multiple payments to GRAND CIRCLE with multiple American Advantage MasterCards in both of their names in the following amounts: \$1,950.00 posted on September 25, 2010; \$4,044.78 posted on September 26, 2010; \$3,788.64 posted on September 29, 2010; \$200.00 posted on October 9, 2010; and \$590.00 posted on December 29, 2010 – three days after the crash and described as “GRAND CIRCLE OPT TOUR.” A refund in the amount of \$40.00 for “GRAND CIRCLE OPT TOUR” was posted on December 30, 2010 on Plaintiff DAVID EINHORN’s credit card. The total amount paid to GRAND CIRCLE was \$10,533.42.

88. The reservation number with GRAND CIRCLE for Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN was 2467986.

89. In or about November, 2010, Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN received a final document booklet from Defendant GRAND CIRCLE that included the final day-by-day itinerary for their December 11, 2010 trip to Israel, Egypt, and Jordan.

I. Plaintiffs David Einhorn and Frances Einhorn's Tour Before the Bus Crash

90. On December 9, 2010, Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN received an e-mail from Sameh Ali, wherein Ali identified himself as an employee of Defendant GRAND CIRCLE who had been working for the company for six years. He also informed Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN that he would be their resident Program Director for the December 18, 2010 trip to Egypt and assured them that "Egypt is a very safe country." Grand Circle employees Nehal El Noamany and Radwa Abdel Mohsen were copied on this e-mail.

91. Defendant GRAND CIRCLE's brochures tout its Program Directors like Mr. Ali as individuals from whom "you'll have reliable assistance available at all times from the on-site Grand Circle Travel Program Director.... He or she is supported along the way by local tour guides, who guide you expertly through particular sites and cities." The brochures further stated that "they [the Program Directors] receive specialized training directly from Grand Circle, training that is based on what we've learned from thousands of past travelers about how to make the trip most enjoyable."

92. Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN departed Los Angeles International Airport on December 8, 2010 arriving at John F. Kennedy International Airport in New York.

93. On December 11, 2010, Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN departed John F. Kennedy International Airport in New York en route to David Ben Gurion Airport in Tel Aviv, Israel via Vienna, Austria on Austrian Airlines. They arrived at approximately 2:50pm on December 12, 2010.

94. While in Israel, Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN visited numerous historic sites including the Old City of Jerusalem, the Mount of Olives, the Garden of Gethsemane, the Church of the Holy Sepulchre, Nazareth, the Sea of Galilee, Capernaum, the Mount of Beatitudes, Yad Vashem Holocaust Museum, the Israel Museum housing the Dead Sea Scrolls, Jaffa, Masada, the Dead Sea, Qumran, and others.

95. On December 19, 2010, Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN departed David Ben Gurion Airport in Tel Aviv, Israel en route to Cairo, Egypt via Air Sinai Airlines.

96. From December 20, 2010 through December 23, 2010, Plaintiff DAVID EINHORN and ARLENE FRANCES EINHORN participated in GRAND CIRCLE tour activities, including optional tours, in and around Cairo, Egypt including the Cairo Egyptian Museum, a tour of Pyramids of Giza and the Great Sphinx of Giza, a tour to Alexandria and the Alexandria Library, visiting Old Cairo, and other activities.

97. On December 24, 2010, Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN traveled by air from Cairo, Egypt to Aswan, Egypt with approximately 135 other travelers, as scheduled by Defendant GRAND CIRCLE.

98. When they arrived in Aswan, Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN and the other travelers boarded GRAND CIRCLE's privately-owned boat the *M/S River Anuket* on which they were to be lodged for seven nights.

J. Events of December 26, 2010

99. At or around 4:30 a.m. on December 26, 2010, Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and approximately 114

other GRAND CIRCLE travelers boarded three buses controlled by Defendant GRAND CIRCLE to travel to Abu Simbel to see the ancient temples and artifacts located there.

100. This trip by bus from Aswan to Abu Simbel was an “optional tour” provided by Defendant GRAND CIRCLE to members of the Ancient Egypt and the Nile River Cruise Tour for an additional cost of \$185 per person.

101. Defendant GRAND CIRCLE contracted with Misr-Sinai Tours to operate the buses traveling from Aswan to Abu Simbel under strict requirements and according to the instructions of GRAND CIRCLE’s representative on the bus.

102. Though Misr-Sinai Tours provided the drivers for the buses, these drivers were contractually-obligated to abide by certain parameters set by Defendant GRAND CIRCLE and to follow all instructions provided by GRAND CIRCLE’s representative on the bus.

103. GRAND CIRCLE Program Director Sameh Ali was the GRAND CIRCLE representative on board the second bus operated by Defendant GRAND CIRCLE and was seated in close proximity to the driver of the bus.

104. The amount of money paid under contract by GRAND CIRCLE to Misr-Sinai Tours for the Abu Simbel “optional tour” was a small percentage of the revenue generated by GRAND CIRCLE by the fee of \$185 per person charged to each passenger undertaking this “optional tour.”

105. Upon information and belief, GRAND CIRCLE controlled all three buses, as evidenced by the placement of signs bearing Defendant GRAND CIRCLE’s name and trade logo on each bus.

106. Defendant GRAND CIRCLE had arranged for the three buses to depart Aswan at or around 5 a.m., well before daylight, with a GRAND CIRCLE Program Director on each bus.

107. Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, and FRANCES ARLENE EINHORN boarded the second bus operated by Defendant GRAND CIRCLE. Plaintiff ELIZABETH LOO VINNEDGE sat in an aisle seat on the left side of the bus facing the back of the bus driver. Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN sat in the third row of seats on the right side of the bus with DAVID EINHORN sitting in the aisle seat and FRANCES ARLENE EINHORN sitting in the window seat.

108. Employees of Defendant GRAND CIRCLE told Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the rest of the travel group that GRAND CIRCLE would provide security for the travelers during the Egyptian trip, including during the entire duration of the optional excursion from Aswan to Abu Simbel on December 26, 2010. However, upon information and belief, there was no security personnel on the second bus provided by GRAND CIRCLE at the time of the crash.

109. Furthermore, any security personnel who boarded the second of the three buses in Aswan disembarked from the bus when it stopped for a few minutes before departing Aswan.

110. The geographic location of Abu Simbel is close to the border between Egypt and Sudan, and upon information and belief, it is for this reason that security personnel were to be included in this “optional tour.”

111. Defendant GRAND CIRCLE, through its words and actions and those of its representatives and agents, told Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN that the trip from Aswan to Abu Simbel was safe, would be driven at a safe pace or speed, and would utilize competent and reasonable bus drivers. GRAND CIRCLE representatives even told Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other travelers to bring pillows with them.

GRAND CIRCLE Program Director Sameh Ali informed Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other GRAND CIRCLE travelers on board the second bus that the trip to Abu Simbel would take approximately two-and-a-half hours and told them they should sleep during the trip.

112. At or around 5 a.m., Defendant GRAND CIRCLE caused the buses provided and operated by GRAND CIRCLE to travel on the two-lane road from Aswan to Abu Simbel in the dark even though the road is narrow, unlit and extremely dangerous.

113. Instead of ensuring that the driver of the second bus operated the bus at a rate of speed appropriate for the road conditions, GRAND CIRCLE's Program Director Sameh Ali allowed the driver controlled by Defendant GRAND CIRCLE to operate the second bus at an excessively high rate of speed and in a reckless manner ignoring the facts that massive dump trucks were operating on and/or near the narrow road, that it was dark, and that visibility was limited.

114. GRAND CIRCLE Program Director Sameh Ali allowed the driver of the second bus to operate the bus without using headlights.

115. The two-lane road on which the bus was traveling was under construction and in the process of being resurfaced necessitating large trucks and other machinery to be present along the road.

116. The driver of the first of the three buses being operated by Defendant GRAND CIRCLE passed a dump truck parked either in or on the right side of the road and neither the driver, the GRAND CIRCLE Program Director nor any security personnel on the first bus communicated to the driver or the GRAND CIRCLE Program Director on the second bus that

any danger lay ahead of the second bus even though the dump truck was plainly visible to the GRAND CIRCLE representative and driver on the first bus.

117. Approximately 30 minutes after leaving Aswan and approximately two kilometers past the Abu Simbel checkpoint, while it was still dark, the second bus being controlled by Defendant GRAND CIRCLE was traveling at an excessive rate of speed when it collided with a massive dump truck loaded with sand that was parked either in or on the right side of the road.

118. GRAND CIRCLE Program Director Sameh Ali, rather than instructing or monitoring the bus driver's actions in providing safe passage for the passengers, was asleep at the time of this collision with the dump truck.

119. The driver controlled by Defendant GRAND CIRCLE was operating the second bus at such an excessive rate of speed that the collision with the dump truck sheared off the right side of the bus from the front almost all the way to the rear, killing eight GRAND CIRCLE travelers including FRANCES ARLENE EINHORN and injuring at least 21 others, including Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN. A ninth individual died a few months later due to complications from her injuries.

120. The operators of the truck that was struck by the second bus told Egyptian police that they heard no sound of brakes being applied or honking by the bus before the collision.

121. After the accident, the driver of the second bus was convicted in Egyptian court of driving at an excessive rate of speed, driving in a manner that placed lives in danger, negligently causing the destruction of two vehicles, and causing the deaths and injuries which occurred as a result of the crash. The driver, Majdi Fathi Abdel Majid Abdel Hadi, was sentenced to three years imprisonment. On appeal, his conviction was upheld, and upon information and belief, his sentence was reduced to three months imprisonment.

K. Injuries Sustained by Plaintiff Elizabeth Loo Vinnedge

122. Plaintiff ELIZABETH LOO VINNEDGE was asleep when she heard a deafening bang and was violently thrown to the floor of the aisle by the force of the collision of the bus with the dump truck. Her head and the right side of her body slammed against the floor, and Plaintiff ELIZABETH LOO VINNEDGE recalls hearing the shattering of glass and twisting of metal and seeing sparks and broken glass flying everywhere as the window seats were obliterated from the right side of the bus.

123. It was still dark outside when Plaintiff ELIZABETH LOO VINNEDGE found herself on the floor, lying on top of a man's broken leg and covered in metal scraps from the bus. She was held down by the body of one of her fellow travelers, Karen St. John, who had been sitting across the aisle from Plaintiff and who had been killed as a result of the impact.

124. Plaintiff ELIZABETH LOO VINNEDGE felt a rush of heat coursing through her upper body, followed by intense pain. She became frantic and began to scream.

125. Plaintiff ELIZABETH LOO VINNEDGE's glasses, earrings and shoes had been ripped off her body, and she lay trapped on the floor of the bus for almost an hour before rescue authorities arrived and took her by ambulance to a local hospital in Aswan, Egypt where she was initially treated for her injuries.

126. While she waited for emergency personnel to arrive, Plaintiff ELIZABETH LOO VINNEDGE was covered in Karen St. John's blood, and she heard frantic moans and screaming throughout the cabin of the bus including screams from fellow passenger Loretta Sue Flink whose husband Michael Braun had been killed in the crash.

127. In the early afternoon of December 26, 2010, Plaintiff ELIZABETH LOO VINNEDGE was airlifted to the Nasser Medical Institute ("NMI") in Cairo, Egypt where she

was supposed to receive better medical treatment for her injuries. Upon her arrival to NMI, Plaintiff ELIZABETH LOO VINNEDGE was found to have a contusion of her right shoulder and neck region and a dislocated right sternoclavicular joint. Her right collar bone had dislocated from the sternum-clavicle joint area to the center of her throat and chest area, and it stuck out like an orange from her body. Nevertheless, NMI discharged Plaintiff ELIZABETH LOO VINNEDGE the following day on December 27, 2010 and declared her fit to fly back to the United States.

128. On December 28, 2010, Plaintiff ELIZABETH LOO VINNEDGE was seen by Dr. Moustafa El Shakankiry at her hotel in Cairo after she was experiencing additional pain. Dr. El Shakankiry diagnosed her with signs of acute gastroenteritis and treated her accordingly. He also recommended an orthopedic consultation upon her arrival back to the United States.

129. While in Egypt, the victims of the bus crash were visited by multiple members of GRAND CIRCLE's Giza, Egypt office including: Salah Badea, Regional General Manager for Egypt, Jordan and Syria; Marwan Emam, Program Services Coordinator; Franco L. Guerriero, Executive Vice President Nautical-Hospitality, Nile and Small Ships; and Nehal El Noamany, Program Services Administrator.

130. These GRAND CIRCLE employees were mobilized by GRAND CIRCLE's offices in Boston, Massachusetts, to provide support and assistance on the ground in Egypt for the victims of the bus crash.

131. Plaintiff ELIZABETH LOO VINNEDGE returned to Maryland on December 31, 2010. She was accompanied on her return flight by a nurse assigned to her by Rescue Nurse International.

132. Upon her arrival back in the United States, Plaintiff ELIZABETH LOO VINNEDGE was suffering intense pain and distress. On January 3, 2010, the first business day after her return home, Plaintiff ELIZABETH LOO VINNEDGE scheduled a same-day appointment with her personal physician who immediately sent her to the emergency room of Anne Arundel Medical Center in Annapolis, Maryland for x-rays and additional medical examinations.

133. Plaintiff ELIZABETH LOO VINNEDGE was horrified when the doctors and radiologist at Anne Arundel Medical Center informed her that the doctors at NMI had missed diagnosing additional serious injuries she had suffered as a result of the bus crash. In addition to her dislocated right sternoclavicular joint, Plaintiff ELIZABETH LOO VINNEDGE was found to have also suffered two right fractured ribs and a dislocated right shoulder. She also had extensive bruising on her chest and a badly bruised right leg and knee cap. Notwithstanding these additional injuries, she had been subjected to a trans-Atlantic flight from Egypt to the United States.

134. After undergoing a CAT scan and examinations by two orthopedic doctors, including the head of the traumatology department at the University of Maryland Trauma Center in Baltimore, Maryland, Plaintiff ELIZABETH LOO VINNEDGE was informed that surgery to replace her dislocated clavicle bone would be possible but not recommended due to the location's close proximity to major blood arteries and nerves.

135. As a proximate result of the bus crash, Plaintiff ELIZABETH LOO VINNEDGE has had to endure the end of her clavicle bone sticking out under her throat and will suffer this dislocation the rest of her life.

136. As a proximate result of the bus crash, Plaintiff ELIZABETH LOO VINNEDGE has had to undergo extensive physiotherapy treatments to assist her with regaining normal movement of her right arm and shoulder.

137. As a result of the bus crash Plaintiff ELIZABETH LOO VINNEDGE continues to suffer intense pain in both the right and left sides of her body, as the left side of her body has to compensate for the immobility of her right side.

138. Specifically, Plaintiff ELIZABETH LOO VINNEDGE continues to suffer constant throbbing pain in her right and left shoulders, neck, lower back, left thigh and in all of her lower extremity joints, including her right knee and right ankle. She continues to suffer from a lump of spastic muscle between her neck and shoulder bone, muscle spasms in her upper left thigh and back, jumping leg syndrome and bursitis in her right and left hip.

139. Plaintiff ELIZABETH LOO VINNEDGE continues to suffer weakness in her left leg, right shoulder and arm, chest pain, dizziness and fatigue. She continues to suffer headaches and nausea during the periods when she is experiencing intense pain.

140. Plaintiff ELIZABETH LOO VINNEDGE continues to suffer difficulty when walking due to pain in her right knee, an inability to sit for long periods of time, difficulty sleeping on her left side due to bursitis in her left hip and difficulty sleeping on her right side due to shoulder pain, pain from ribs that were fractured in the bus crash and bursitis in her right hip.

141. Plaintiff ELIZABETH LOO VINNEDGE further finds that standing, climbing, bending, lifting, pushing, pulling, coughing, sneezing, driving and squatting aggravates her symptoms.

142. Plaintiff ELIZABETH LOO VINNEDGE has to take medication daily to assist her in coping with the pain and must take a sedative every night in order to sleep.

143. On April 11, 2010, an otolaryngologist further diagnosed a ringing and irritation Plaintiff ELIZABETH LOO VINNEDGE had been suffering in her ears since the December 26, 2010 bus crash as tinnitus caused by the loud sounds to which Plaintiff ELIZABETH LOO VINNEDGE was exposed in the crash and foreign particles that still remained in both of her ears after her discharge from NMI. The otolaryngologist flushed both of Plaintiff ELIZABETH LOO VINNEDGE's ears and removed the sand and cotton fibers NMI had missed in their examination after the crash.

144. As a proximate result of the bus crash, Plaintiff ELIZABETH LOO VINNEDGE has suffered significant emotional trauma and has had to undergo counseling for post-traumatic stress disorder. Specifically, Plaintiff ELIZABETH LOO VINNEDGE has suffered from panic attacks, including an inability to breathe at times; nightmares; flashbacks of the bus crash and uncontrollable anger toward herself.

145. Plaintiff ELIZABETH LOO VINNEDGE has suffered and continues to suffer stress-related stomach problems, irritability, depression and a sense of helplessness and loss of control as a result of the December 26, 2010 bus crash.

146. Plaintiff ELIZABETH LOO VINNEDGE constantly feels overwhelmed and continues to take medication to help with anxiety, depression and nightmares.

147. As a proximate result of the bus crash, Plaintiff ELIZABETH LOO VINNEDGE has suffered financially from a loss of income during the sustained period of time following the bus crash that she was unable to work.

148. Plaintiff ELIZABETH LOO VINNEDGE also fears she will have to bear the burden of the majority of her medical costs as her insurance provider, Medicare, has refused to cover medical costs from injuries sustained overseas.

L. Injuries Sustained by Plaintiffs David Einhorn and Frances Arlene Einhorn

149. Plaintiff DAVID EINHORN and FRANCES ARLENE EINHORN were both sleeping at the time of the collision of the bus with the dump truck.

150. FRANCES ARLENE EINHORN was thrown from the bus upon impact as she was sitting in the window seat only three rows back from the front of the bus.

151. Plaintiff DAVID EINHORN's body absorbed the crushing impact between the bus and the dump truck which caused, *inter alia*, severe bruising throughout his body, numerous cracked ribs, soft tissue damage to his right arm, two torn ligaments in his right wrist, and severe injury to his right foot.

152. Notwithstanding his own physical condition, Plaintiff DAVID EINHORN saw a hole in the bus where his wife had previously been sleeping and determined to find her.

153. Plaintiff DAVID EINHORN first saw a body on the ground outside the bus that appeared to be his wife; however, he could not bring himself to accept that his wife might be dead.

154. With the assistance of another victim of the bus crash, Plaintiff DAVID EINHORN was able to locate the body of his wife.

155. FRANCES ARLENE EINHORN lay face down on the ground bleeding from the head, and the skin on the back of her legs had been torn off, and her legs were also bleeding.

156. Plaintiff DAVID EINHORN lifted his wife's head with his hands and stared into what was now clear to him was the lifeless face of his wife FRANCES ARLENE EINHORN.

157. Experiencing the numbing effect of the shock that had enveloped him, Plaintiff DAVID EINHORN viewed the twisted shell of the bus and the broken glass and heard the yelling and crying of his fellow passengers and returned to the bus to see if there was any way

that he could help the remaining passengers – many of whom were unable to extricate themselves from the wreckage.

158. When emergency personnel arrived at the scene of the crash, Plaintiff DAVID EINHORN was taken by ambulance to a clinic in Aswan, Egypt.

159. Later on December 26, 2010, Plaintiff DAVID EINHORN was airlifted to the Nasser Medical Institute (“NMI”) in Cairo, Egypt where he was supposed to receive better medical treatment for his injuries. He initially refused to be taken to Cairo until he was informed that his wife’s body was also being transported there.

160. At NMI, Plaintiff DAVID EINHORN was subjected to X-rays seeking internal bleeding; however, the physicians at NMI failed to determine that Plaintiff DAVID EINHORN had suffered multiple cracked ribs, assessed the severity of the injuries to his right foot, or that he had torn ligaments in his right wrist.

161. Furthermore, the physicians at NMI failed to monitor the status of Plaintiff DAVID EINHORN’s pacemaker which may have been impacted by the crash and the severe jarring of Plaintiff DAVID EINHORN’s body.

162. Throughout the entire ordeal in Egypt, Plaintiff DAVID EINHORN remained in shock and suffered from a general numbness and lack of awareness of his surroundings due to his injuries, the loss of his wife, and the horrific images of the crash site which he witnessed firsthand.

163. While in Egypt, the victims of the bus crash were visited by multiple members of GRAND CIRCLE’s Giza, Egypt office including: Salah Badea, Regional General Manager for Egypt, Jordan and Syria; Marwan Emam, Program Services Coordinator; Franco L. Guerriero,

Executive Vice President Nautical-Hospitality, Nile and Small Ships; and Nehal El Noamany, Program Services Administrator.

164. These GRAND CIRCLE employees were mobilized by GRAND CIRCLE's offices in Boston, Massachusetts, to provide support and assistance on the ground in Egypt for the victims of the bus crash.

165. Plaintiff DAVID EINHORN was released from NMI after two or three days, and his son Plaintiff MICHAEL THOMAS EINHORN arrived in Cairo on December 28, 2010, after having been notified by phone by a GRAND CIRCLE representative of his mother's passing over 12 hours after the fact.

166. Plaintiffs DAVID EINHORN and MICHAEL THOMAS EINHORN went to the morgue in Cairo to view FRANCES ARLENE EINHORN's body prior to bringing the body back to the United States, and after saying a few words to his deceased wife, Plaintiff DAVID EINHORN left flowers with his wife's body.

167. United States Embassy personnel met Plaintiffs DAVID EINHORN and MICHAEL THOMAS EINHORN at the morgue and delivered FRANCES ARLENE EINHORN's personal effects to them including her engagement ring and wedding ring along with some additional jewelry.

168. On December 31, 2010, Plaintiffs DAVID EINHORN and MICHAEL EINHORN and the body of FRANCES ARLENE EINHORN returned to the United States.

169. On the same day as their return to the United States from Egypt, Plaintiffs DAVID EINHORN and MICHAEL THOMAS EINHORN traveled to the Groman Eden Mortuary in Mission Hills, California to arrange for FRANCES ARLENE EINHORN's cremation.

170. After their arrival in the United States, Plaintiff MICHAEL THOMAS EINHORN phoned Plaintiff CHERYL FELICE EINHORN to inform her that their mother was dead.

171. Prior to her mother's cremation, Plaintiff CHERYL FELICE EINHORN traveled to the funeral home on two occasions to pay her last respects to her mother.

172. Three days after his return to the United States, Plaintiff DAVID EINHORN, with assistance from Plaintiff MICHAEL THOMAS EINHORN, met with his family therapist who observed that Plaintiff DAVID EINHORN experienced difficulty in ambulation and provided an initial diagnosis of Acute Stress Disorder with a later diagnosis of Post Traumatic Stress Disorder.

173. Plaintiff DAVID EINHORN also later received outpatient care from his primary-care physician for his previously undiagnosed cracked ribs and severe injury to his right foot which caused immense swelling and bruising throughout his foot and ankle.

174. Plaintiff DAVID EINHORN was referred to an orthopedic specialist who determined that the ligaments in his wrist were torn and fitted DAVID EINHORN with an arm cast that remained on his arm for approximately six weeks.

175. Following removal of the cast, Plaintiff DAVID EINHORN received specialized physical therapy for his wrist for approximately an additional two months.

176. Plaintiff MICHAEL THOMAS EINHORN remained with his father for approximately two weeks before returning to his home in Seattle, Washington with his family.

177. Plaintiff CHERYL FELICE EINHORN has continued to assist her father in going to doctor's appointments and general duties around his home in the wake of the loss of FRANCES ARLENE EINHORN and DAVID EINHORN's diminished abilities following the bus crash.

178. As a proximate result of the bus crash, FRANCES ARLENE EINHORN consciously suffered and died on December 26, 2010 on the Aswan-Abu Simbel Road.

179. As a proximate result of the bus crash, Plaintiff DAVID EINHORN suffered severe injuries to his right arm, right wrist, right foot, and his ribs.

180. As a proximate result of the bus crash, Plaintiff DAVID EINHORN had to undergo extensive physiotherapy to regain normal movement in his foot and his gait.

181. As a proximate result of the bus crash, Plaintiff DAVID EINHORN has suffered significant emotional trauma and has had to undergo, and continues to undergo, counseling. He has been diagnosed as suffering from Post Traumatic Stress Disorder by both his family therapist and by his psychiatrist. This manifests itself in multiple ways: detailed flashbacks of the aftermath of the crash multiple times per days causing him to relive the entire trauma including visions of his wife; symbolic dreams of his wife and the trauma; psychological and emotional reactions to triggers that remind him of the trauma; general numbness in relation to interpersonal relationships and reminders of the trauma; decrease in activities that were pleasurable prior to the incident as they are no longer pleasurable; insomnia; nightmares; and irritability to name only a few.

182. Plaintiff DAVID EINHORN constantly feels the loss of his wife of 49 years as there is little in his life that does not remind him of her and the prominent place she held in his life.

183. Plaintiff DAVID EINHORN battles daily with guilt over the death of his wife FRANCES ARLENE EINHORN and his inability to either save her or to take her place.

184. Plaintiff DAVID EINHORN, who was generally a mild-mannered and kind man prior to the crash, finds himself overwhelmed by anger and rage as a result of the loss of his wife.

185. As a proximate result of the bus crash, Plaintiff MICHAEL THOMAS EINHORN has suffered a loss of consortium, advice, and support due to the death of his mother and the impaired emotional condition of his father.

186. As a proximate result of the bus crash, Plaintiff CHERYL FELICE EINHORN has suffered a loss of consortium, advice, and support due to the death of her mother and the impaired emotional condition of her father.

H. Prior Bus Accidents on the Road from Aswan to Abu Simbel

187. Defendant GRAND CIRCLE and its representatives knew, or should have known, that the two-lane road from Aswan to Abu Simbel is one of the most dangerous roads in Egypt, especially when traveling on the road in the dark in an oversize vehicle such as a tour bus.

188. Defendant GRAND CIRCLE and its representatives also knew that the proximity between Abu Simbel and the Egyptian-Sudanese border created a safety issue for its patrons.

189. Upon information and belief, traveling on the road from Aswan to Abu Simbel is so dangerous that many tour agencies arrange for their clients to travel to Abu Simbel by airplane rather than by bus.

190. Upon information and belief, Defendant GRAND CIRCLE was aware that multiple fatal accidents had previously occurred on this route involving foreign tourists.

191. On or about June 26, 2010, a tour bus similar to those transporting the GRAND CIRCLE passengers on December 26, 2010 crashed on the same two-lane road injuring 11 Japanese tourists.

192. On or about January 6, 2010, a tour bus similar to those transporting the GRAND CIRCLE passengers on December 26, 2010 crashed on the same two-lane road injuring 18 French tourists.

193. On or about October 31, 2008, a tour bus similar to those transporting the GRAND CIRCLE passengers on December 26, 2010 crashed on the same two-lane road causing the deaths of six Belgian tourists and injuring many others.

194. On or about August 4, 2007, a tour bus similar to those transporting the GRAND CIRCLE passengers on December 26, 2010 crashed on the same two-lane road causing the death of one Spanish woman and three Egyptians and injuring 37 other Spanish tourists.

195. Upon information and belief, multiple members of the GRAND CIRCLE group traveling on the second bus being controlled by Defendant GRAND CIRCLE on December 26, 2010 desired to travel to Abu Simbel by airplane but were told by GRAND CIRCLE representatives and agents that they would have to travel to Abu Simbel on the tour buses operated and controlled by Defendant GRAND CIRCLE.

COUNT I:

NEGLIGENCE CLAIM AGAINST DEFENDANT GRAND CIRCLE (ELIZABETH VINNEDGE, DAVID EINHORN, ESTATE OF FRANCES ARLENE EINHORN)

196. Plaintiffs hereby incorporate all prior allegations by reference.

197. At all material times, Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN were lawful invitees traveling on a tour bus operated and controlled by Defendant GRAND CIRCLE.

198. At all material times, Defendant GRAND CIRCLE controlled and was responsible for providing Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other GRAND CIRCLE travelers a safe means of transportation from Aswan to Abu Simbel.

199. At all material times, Defendant GRAND CIRCLE controlled and was responsible for selecting and hiring competent drivers for the buses transporting Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers and was responsible for ensuring that the drivers were knowledgeable about the condition of the roads on which they would be traveling and would operate the buses in a safe and prudent manner in recognition of the time of day and road conditions.

200. At all material times, Defendant GRAND CIRCLE controlled and was responsible for providing GRAND CIRCLE-employed "expertly trained" Program Directors on each bus who, as maintained by Defendant GRAND CIRCLE in its advertising and marketing materials, reside in the area of the travel destination and have extensive knowledge of the area and its local issues.

201. At all material times, Defendant GRAND CIRCLE's resident Program Directors had control of the bus drivers during the duration of the trip from Aswan to Abu Simbel and were responsible for ensuring that the bus drivers transporting Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers operated the buses in a safe and prudent manner in recognition of the time of day and road conditions.

202. At all material times, Defendant GRAND CIRCLE owed Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN a duty to use

reasonable care to prevent injury to her and the other passengers. Defendant GRAND CIRCLE undertook this duty freely.

203. Defendant GRAND CIRCLE breached its duty to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN by committing one or more of the following acts or omissions:

- a. Defendant GRAND CIRCLE selected a means of transportation from Aswan to Abu Simbel that GRAND CIRCLE and its representatives and agents knew was extremely dangerous and had a recent history of accidents causing death and serious injury to numerous tourists;
- b. Defendant GRAND CIRCLE denied travelers an alternative means of transportation from Aswan to Abu Simbel, even though Defendant GRAND CIRCLE knew that flights from Aswan to Abu Simbel were readily available;
- c. Defendant GRAND CIRCLE failed to warn Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other travelers of the significant dangers inherent in traveling on the narrow, unlit, two-lane road from Aswan to Abu Simbel;
- d. Defendant GRAND CIRCLE failed to warn Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other travelers of the dangerous road conditions which Defendant GRAND CIRCLE and its representatives knew or should have known could be encountered on the trip to Abu Simbel;
- e. Defendant GRAND CIRCLE failed to warn Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the

other travelers that in June 2010, a tour bus crashed on the same two-lane road, causing injury to 11 Japanese tourists;

- f. Defendant GRAND CIRCLE failed to warn Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other travelers that in January 2010, a tour bus crashed on the same two-lane road, causing injury to 18 French tourists;
- g. Defendant GRAND CIRCLE failed to warn Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other travelers that in October 2008, a tour bus crashed on the same two-lane road, causing the deaths of six Belgian tourists and the injury of many others;
- h. Defendant GRAND CIRCLE failed to warn Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other travelers that in August 2007, a tour bus crashed on the same two-lane road, causing the deaths of one Spanish tourist, three Egyptians, and injuries to 37 Spanish tourists;
- i. Although the driver of the first bus provided and controlled by Defendant GRAND CIRCLE passed the dump truck parked either in or on the right side of the road to Abu Simbel, the driver failed to warn the GRAND CIRCLE resident Program Director or the driver of the second bus of the potential danger posed by the presence of the dump truck parked either in or on the right side of the road;
- j. Defendant GRAND CIRCLE representative Program Director Sameh Ali allowed the bus transporting Plaintiffs ELIZABETH LOO VINNEDGE,

DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers to be operated in a reckless manner by allowing the bus driver to drive at an excessively high rate of speed along a narrow, unlit road and the fact that Defendant GRAND CIRCLE was aware, or should have been aware, that dump trucks were operating on and near the narrow road;

- k. The driver retained and controlled by Defendant GRAND CIRCLE and GRAND CIRCLE representative Program Director Sameh Ali caused the bus carrying Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and numerous other passengers to crash into a dump truck filled with sand that was parked in or on the right side of the road, resulting in the immediate deaths of eight passengers including FRANCES ARLENE EINHORN, the delayed death of a ninth passenger, and severe bodily injury to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and numerous other passengers; and
- l. GRAND CIRCLE Program Director Sameh Ali negligently was asleep at the time of the crash rather than remaining awake to exercise the control entrusted in him by Defendant GRAND CIRCLE over the bus driver and the transport of GRAND CIRCLE's patrons to Abu Simbel, Egypt.

204. As a direct and proximate result of Defendant's negligence, gross negligence, carelessness, recklessness and unlawfulness, Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN has suffered serious bodily injury requiring hospitalization and extensive ongoing treatment.

205. As a direct and proximate result of Defendant's negligence, gross negligence, carelessness, recklessness and unlawfulness, FRANCES ARLENE EINHORN was wrongfully killed in the bus crash.

206. As a direct and proximate result of Defendant's negligence, gross negligence, carelessness, recklessness and unlawfulness, Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN have suffered and will continue to suffer a substantial amount of physical pain and emotional damage.

WHEREFORE, come Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN, on his own behalf and as Executor of the ESTATE OF FRANCES ARLENE EINHORN, by and through the undersigned attorneys, and sue Defendant GRAND CIRCLE, individually, jointly and severally for conduct that was negligent and grossly negligent and demands judgment for damages, including punitive damages, exclusive of attorneys fees, costs and interest, against it in an amount in excess of the jurisdictional limits of this Court and further demands a trial by jury on all issues so triable as of right by a jury.

COUNT II:

WRONGFUL DEATH
(ESTATE OF FRANCES ARLENE EINHORN)

207. Plaintiffs hereby incorporate by reference all prior allegations.

208. Plaintiff DAVID EINHORN, as the Executor of the ESTATE OF FRANCES ARLENE EINHORN, brings a claim for wrongful death against Defendant GRAND CIRCLE pursuant to M.G.L. ch. 229, § 2, for causing the death of FRANCES ARLENE EINHORN through the negligent, grossly negligent, willful and reckless conduct, acts and/or omissions of Defendant GRAND CIRCLE and its agents as set forth herein.

209. As a direct and proximate result of the wrongful conduct, actions and/or omissions of Defendant GRAND CIRCLE and its agents, as set forth herein, Decedent FRANCES ARLENE EINHORN suffered serious bodily injuries resulting in her death on December 26, 2010.

WHEREFORE, comes Plaintiff DAVID EINHORN, as Executor of the ESTATE OF FRANCES ARLENE EINHORN, by and through the undersigned attorneys, and sues Defendant GRAND CIRCLE, individually, jointly and severally for conduct that was negligent, grossly negligent and intentional and demand judgment for damages, including punitive damages, exclusive of attorneys fees, costs and interest, against it in an amount in excess of the jurisdictional limits of this Court and further demands a trial by jury on all issues so triable as of right by a jury.

COUNT III:

LOSS OF CONSORTIUM

(DAVID EINHORN, MICHAEL THOMAS EINHORN, CHERYL FELICE EINHORN)

210. Plaintiffs hereby incorporate by reference all prior allegations.

211. As a direct and proximate result of the wrongful conduct, actions and/or omissions of Defendant GRAND CIRCLE and its agents, as set forth herein, FRANCES ARLENE EINHORN was killed.

212. Her husband, Plaintiff DAVID EINHORN, and her children, Plaintiffs MICHAEL THOMAS EINHORN and CHERYL FELICE EINHORN, have suffered pecuniary losses, and other losses including but not limited to loss of protection, care, assistance, society, companionship, comfort, guidance, counsel and advice, as well as hospital, medical and funeral expenses.

213. Plaintiffs DAVID EINHORN, MICHAEL THOMAS EINHORN and CHERYL FELICE EINHORN are entitled to recover damages as a result of the wrongful conduct, acts and/or omissions of Defendant GRAND CIRCLE and its agents and the resulting wrongful death of FRANCES ARLENE EINHORN, as plead herein pursuant to M.G.L. ch. 229, § 2.

214. As a direct and proximate result of the wrongful conduct, actions and/or omissions of Defendant GRAND CIRCLE and its agents, and the resulting wrongful death of Decedent FRANCES ARLENE EINHORN, Plaintiffs DAVID EINHORN, MICHAEL THOMAS EINHORN and CHERYL FELICE EINHORN have suffered and will continue to suffer permanent emotional distress, trauma, and lasting emotional and psychological injuries, for which they have and will continue to incur actual damages including but not limited to ongoing psychological care and other expenses.

WHEREFORE, come Plaintiffs DAVID EINHORN, MICHAEL THOMAS EINHORN and CHERYL FELICE EINHORN, by and through the undersigned attorneys, and sue Defendant GRAND CIRCLE, individually, jointly and severally for conduct that was negligent, grossly negligent and intentional and demand judgment for damages, including punitive damages, exclusive of attorneys fees, costs and interest, against it in an amount in excess of the jurisdictional limits of this Court and further demands a trial by jury on all issues so triable as of right by a jury.

COUNT IV:

CONSCIOUS PAIN AND SUFFERING
(ESTATE OF FRANCES ARLENE EINHORN)

215. Plaintiffs hereby incorporate by reference all prior allegations.

216. Plaintiff DAVID EINHORN, as Executor of the ESTATE OF FRANCES ARLENE EINHORN, brings a claim for the conscious pain and suffering of FRANCES ARLENE EINHORN against Defendant GRAND CIRCLE pursuant to M.G.L. ch. 229, § 6, for causing the pain, suffering, and eventual death of FRANCES ARLENE EINHORN through the wrongful conduct, acts and/or omissions of Defendant GRAND CIRCLE and its agents as set forth herein.

217. As a direct and proximate result of the wrongful, negligent, grossly negligent, reckless, and willful acts of Defendant GRAND CIRCLE and its agents, as set forth herein, FRANCES ARLENE EINHORN suffered extreme fear, anxiety, emotional and psychological distress, knowledge of pending death, emotional trauma, personal injury and severe and fatal bodily impact when she was thrown from the bus being operated and controlled by Defendant GRAND CIRCLE after the bus recklessly crashed into a dump truck parked in or on the side of the road.

218. Plaintiff DAVID EINHORN, as the Executor of the ESTATE OF FRANCES ARLENE EINHORN, is entitled to recover all compensatory, punitive, and other damages permitted under M.G.L. c. 229, § 6 from Defendant GRAND CIRCLE for the conscious pain and suffering of FRANCES ARLENE EINHORN as a direct and proximate result of the wrongful conduct, acts and/or omissions of Defendant GRAND CIRCLE and its agents as set forth herein.

WHEREFORE, comes Plaintiff DAVID EINHORN, as the Executor of the ESTATE OF FRANCES ARLENE EINHORN, by and through the undersigned attorneys, and sues Defendant GRAND CIRCLE, individually, jointly and severally for conduct that was negligent, grossly negligent and intentional and demands judgment for damages, including punitive damages, exclusive of attorneys fees, costs and interest, against it in an amount in excess of the

jurisdictional limits of this Court and further demands a trial by jury on all issues so triable as of right by a jury.

COUNT V:

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
(ELIZABETH LOO VINNEDGE and DAVID EINHORN)

219. Plaintiffs hereby incorporate by reference all prior allegations.

220. As set forth in detail above, Defendant GRAND CIRCLE owed a duty to Plaintiff ELIZABETH LOO VINNEDGE and DAVID EINHORN to use reasonable care to prevent injury to her and the other passengers. Defendant GRAND CIRCLE undertook this duty freely.

221. Defendant knew or should have known that its conduct and actions in breach of its duty would lead to increased danger, risk of catastrophic injury, and emotional distress to its travelers, including Plaintiffs herein.

222. The conduct, actions and omissions of Defendant were performed in breach of its duties and in negligent disregard for the safety and rights of its travelers, including Plaintiffs herein.

223. The failure to take adequate safety precautions culminated in injury of and damage to Plaintiffs herein, resulting in her severe, continuing and permanent mental, physical and emotional distress and suffering.

224. As a direct and proximate cause of Defendant's negligent, grossly negligent, intentional and reckless misconduct and disregard for the safety and rights of its travelers, including Plaintiffs herein, Plaintiffs have suffered and will continue to suffer substantial physical pain and emotional distress.

225. Defendant, by reason of its negligent and intentional breach of duty and recklessness, inflicted physical pain and emotional distress upon the Plaintiffs.

226. Defendant GRAND CIRCLE has negligently inflicted additional emotional distress on Plaintiff DAVID EINHORN by permitting its agents to send on GRAND CIRCLE letterhead a letter signed by Alan and Harriet Lewis, Chairman and Vice Chairman of GRAND CIRCLE, enclosing a traveler survey and with the audacity to claim that “[w]e hope we have succeeded in changing [your lives] and that you thoroughly enjoyed your recent vacation.” Adding further emotional distress was an additional letter dated February 11, 2011 on GRAND CIRCLE letterhead sent to Plaintiff DAVID EINHORN following up on Plaintiff’s failure to return the initial traveler survey and stating “[w]e’re concerned that we may have let you down.”

227. Following this theme, Defendant GRAND CIRCLE, through its affiliate Overseas Adventure Travel, subsequently sent a birthday card to FRANCES ARLENE EINHORN in March 2011 despite the knowledge that she had been killed on a GRAND CIRCLE tour in December 2010 negligently causing additional emotional distress to Plaintiff DAVID EINHORN who was forced, by GRAND CIRCLE’s negligent conduct, to relive the tragic death of his wife.

WHEREFORE, come Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN, by and through the undersigned attorneys, and sue Defendant GRAND CIRCLE, individually, jointly and severally for conduct that was negligent and grossly negligent and demands judgment for damages, including punitive damages, exclusive of attorneys fees, costs and interest, against it in an amount in excess of the jurisdictional limits of this Court and further demands a trial by jury on all issues so triable as of right by a jury.

COUNT VI:

NEGLIGENT HIRING AND SUPERVISION
(ELIZABETH LOO VINNEDGE, DAVID EINHORN and ESTATE OF FRANCES ARLENE EINHORN)

228. Plaintiffs hereby incorporate by reference all prior allegations.

229. Upon information and belief, Defendant GRAND CIRCLE exercised dominion and control over the buses and bus drivers GRAND CIRCLE had selected and hired to transport Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers from Aswan to Abu Simbel.

230. In the alternative, Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN allege that Defendant GRAND CIRCLE was negligent in selecting and supervising the bus company and drivers responsible for safely transporting Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers from Aswan to Abu Simbel.

231. Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN further allege that Defendant GRAND CIRCLE was negligent in selecting and hiring resident Program Director Sameh Ali who was responsible for having an extensive knowledge of the area in which Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers were traveling and the area's "local issues." Defendant GRAND CIRCLE resident Program Director Sameh Ali knew, or should have known, about the dangers posed by traveling on the road to Abu Simbel.

232. As set forth in detail above, Defendant GRAND CIRCLE owed a duty to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers to use reasonable care to prevent injury to her and the other passengers. Defendant GRAND CIRCLE undertook this duty freely.

233. To ensure the safety of Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers, Defendant GRAND CIRCLE had a duty to, among other things:

- a. Determine whether the bus company and bus drivers GRAND CIRCLE selected and hired to transport Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers were fit and competent to perform the work for which they were hired;
- b. Determine whether the bus drivers GRAND CIRCLE selected and hired were knowledgeable about the road conditions in the area in which they would be operating the buses transporting Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers;
- c. Determine whether the Program Director GRAND CIRCLE selected and hired was fit and competent to perform the work in which he was hired; and
- d. Use reasonable care in supervising the bus company and bus drivers GRAND CIRCLE selected and hired to transport Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers.

234. Defendant GRAND CIRCLE breached its duty to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers by committing the following acts or omissions:

- a. Upon information and belief, Defendant GRAND CIRCLE knew or should have known that the bus company and driver of the bus hired to transport Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN were unfit and incompetent to transport Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN because, among other things, the driver of the bus operated the bus at recklessly high rates of speed inappropriate for the circumstances;
- b. GRAND CIRCLE resident Program Director Sameh Ali, who was sitting in close physical proximity to the driver of the bus carrying Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers, failed to supervise and stop the bus driver from operating the bus at recklessly high rates of speed inappropriate for the circumstances; and
- c. GRAND CIRCLE resident Program Director Sameh Ali, rather than supervising the driving of the bus and providing instructions regarding the safe passage of the bus, was asleep until the time of the crash.

235. The unfitness and incompetence of the bus company and driver of the bus selected and hired by Defendant GRAND CIRCLE to transport Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN created a significant safety risk to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers.

236. The unfitness and incompetence of resident Program Director Sameh Ali selected and hired by Defendant GRAND CIRCLE to accompany GRAND CIRCLE travelers, ensure their safety and supervise the GRAND CIRCLE-controlled bus drivers created a significant safety risk to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers.

237. As a direct and proximate result of the unfitness and incompetence of the bus company, the bus driver, and GRAND CIRCLE resident Program Director Sameh Ali, Plaintiff FRANCES ARLENE EINHORN sustained severe bodily injury resulting in her death when the driver of the bus recklessly caused the bus to crash into a parked dump truck filled with sand while the GRAND CIRCLE resident Program Director was asleep.

238. As a direct and proximate result of the unfitness and incompetence of the bus company, the bus driver, and GRAND CIRCLE resident Program Director Sameh Ali, Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN sustained severe bodily injury when the driver of the bus recklessly caused the bus to crash into a parked dump truck filled with sand while the GRAND CIRCLE resident Program Director was asleep.

239. As a direct and proximate result of Defendant GRAND CIRCLE's negligent hiring and supervision of Program Director Sameh Ali and negligent hiring and supervision of the bus company and the bus driver of the bus to transport Plaintiff FRANCES ARLENE EINHORN to Abu Simbel, Plaintiff FRANCES ARLENE EINHORN sustained severe and serious physical damages resulting in her death.

240. As a direct and proximate result of Defendant GRAND CIRCLE's negligent hiring and supervision of Program Director Sameh Ali and negligent hiring and supervision of the bus company and the bus driver of the bus to transport Plaintiffs ELIZABETH LOO

VINNEDGE and DAVID EINHORN to Abu Simbel, Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN sustained severe and serious physical and emotional damages.

241. The negligence of Defendant GRAND CIRCLE in hiring and supervising Program Director Sameh Ali and the negligence of Defendant GRAND CIRCLE in hiring and supervising the bus company and driver was a substantial factor in causing Plaintiff FRANCES ARLENE EINHORN's death, and Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN's injuries because, had Defendant GRAND CIRCLE hired and supervised the bus company and bus driver with reasonable care, the bus would not have been driven recklessly, and the crash never would have occurred.

WHEREFORE, come Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN, on his own behalf and as Executor of the ESTATE OF FRANCES ARLENE EINHORN, by and through the undersigned attorneys, and sue Defendant GRAND CIRCLE, individually, jointly and severally, and demands judgment for damages, including punitive damages, exclusive of attorneys fees, costs and interest, against it in an amount in excess of the jurisdictional limits of this Court and further demands a trial by jury on all issues so triable as of right by a jury.

COUNT VII:

NEGLIGENT MISREPRESENTATION
(ELIZABETH LOO VINNEDGE, DAVID EINHORN, ESTATE OF FRANCES ARLENE EINHORN)

242. Plaintiffs hereby incorporate by reference all prior allegations.

243. To appeal to people over the age of 50, like Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN, Defendant GRAND CIRCLE makes claims through its marketing and advertising campaigns regarding the pacing,

safety and security of its trips with the intent of inducing older customers like Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN to purchase travel packages from GRAND CIRCLE. Examples of these claims include, but are not limited to:

- a. A statement on the GRAND CIRCLE website that “the principles that ground every one of [its] vacations [are]: value, choice, discovery and careful pacing”;
- b. A statement on the GRAND CIRCLE website that travelers “can always rest assured that [their] safety and comfort are [its] top priority, with a resident Program Director along...”
- c. Statements in Defendant’s “GRAND CIRCLE Small Ship Cruises: Worldwide Discovery by Land, Sea, and the World’s Great Waterways, 2010” brochure that “Grand Circle hand-picks [its] own resident Program Directors,” and that GRAND CIRCLE “make[s] sure [their] expertly trained Program Director is by [their] side every step of the way.”
- d. Statements in Defendant’s “GRAND CIRCLE Small Ship Cruises: Worldwide Discovery by Land, Sea, and the World’s Great Waterways, 2010” brochure that “[k]nowing [they’re] in the best of hands and well taken-care-of makes for a more relaxing and enjoyable trip,” and that GRAND CIRCLE has “taken the necessary precautions to ensure [their] well-being and safety during [their] entire vacation.”

244. Specifically, Defendant GRAND CIRCLE’s resident Program Director Sameh Ali represented to Plaintiff ELIZABETH LOO VINNEDGE in email correspondence to her dated

December 12, 2010 that he was “born and raised in Cairo, Egypt,” and that “Egypt is a very safe country.” This same e-mail was sent to Plaintiffs DAVID EINHORN and FRANCES ARLENE EINHORN on December 9, 2010. Mr. Ali reiterated this assurance to Plaintiff ELIZABETH LOO VINNEDGE in email correspondence to her dated December 15, 2010 stating “Egypt is very safe.”

245. Defendant GRAND CIRCLE also specifically represented to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other travelers that security would be provided for the trip to Abu Simbel, and such representations were made for the purpose of inducing Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and other travelers to purchase the excursion to Abu Simbel.

246. Before making the above representations that the trip to Abu Simbel would be suitable for older travelers like Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN because of GRAND CIRCLE’s focus on “careful pacing,” “safety,” and security, Defendant GRAND CIRCLE was aware of significant risks inherent in ground travel between Aswan and Abu Simbel, including, but not limited to the following facts:

- a. The road between Aswan and Abu Simbel was known by GRAND CIRCLE’s management to be one of the most dangerous in all of Egypt;
- b. In the prior four years, four separate tour buses crashed on the same road, killing ten tourists and injuring more than 80 tourists; and
- c. Travel on this particular road before daylight was exceptionally dangerous based on the complete lack of artificial lighting and limited visibility along the road, and the fact that many drivers on this road do not use their headlights.

247. Defendant GRAND CIRCLE was negligent in representing that the trip to Abu Simbel would be safe and appropriate for older travelers like Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN. Defendant GRAND CIRCLE never informed Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN of any threats to their safety or security.

248. Defendant GRAND CIRCLE was negligent in representing that security personnel would be accompanying the travelers on the trip from Aswan to Abu Simbel. Defendant GRAND CIRCLE did not provide security vehicles to accompany the convoy of buses, nor did GRAND CIRCLE require security personnel to remain on the bus carrying Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN for the entire length of the trip from Aswan to Abu Simbel.

249. Defendant GRAND CIRCLE was negligent in representing that GRAND CIRCLE had taken the necessary precautions to ensure the travelers well-being and safety during their entire vacation. The driver of the second bus hired by Defendant GRAND CIRCLE and under the control and supervision of Defendant GRAND CIRCLE and its representatives was operating the bus at recklessly high rates of speed inappropriate for the circumstances while driving on a narrow, unlit road before daylight. Additionally, despite its knowledge of the dangers posed by travel on the road to Abu Simbel, Defendant GRAND CIRCLE offered no alternative means of transportation to Abu Simbel, even though flights from Aswan to Abu Simbel were readily available.

250. Defendant GRAND CIRCLE was negligent in representing to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other travelers that their safety was GRAND CIRCLE's top priority and that they could "rest

assured” because of GRAND CIRCLE’s provision of a resident Program Director. Defendant GRAND CIRCLE’s resident Program Director Sameh Ali failed to supervise the driver of the second bus controlled by Defendant GRAND CIRCLE and allowed the bus driver to operate the bus at a recklessly high speed without headlights while driving down a narrow, two-lane road in the dark with dump trucks operating in and/or on the right side of the road while the GRAND CIRCLE resident Program Director Sameh Ali slept.

251. Because Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN had no independent knowledge of the dangers involved in ground transportation between Aswan and Abu Simbel, they were justified in relying on the representations of Defendant GRAND CIRCLE and its representatives when they chose to book the trip with Defendant GRAND CIRCLE and board the bus to Abu Simbel. Moreover, Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN had heard the promises of safety and security on their prior excursions with Defendant GRAND CIRCLE and its affiliate Overseas Adventure Travel and were entitled to rely on GRAND CIRCLE to protect their physical safety.

252. Defendant GRAND CIRCLE’s representations of safety and the expertise of its representative Program Directors caused Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN to justifiably rely on GRAND CIRCLE representative Program Director Sameh Ali on their bus, as well as the GRAND CIRCLE Program Directors on the other two buses, to take all actions necessary to ensure the physical safety of Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN and the other passengers on the buses.

253. Defendant GRAND CIRCLE's representations of security caused Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN to justifiably rely on the presence of security personnel provided by GRAND CIRCLE on the buses and/or in vehicles accompanying the convoy of buses to take all actions necessary to ensure the physical safety of Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN and the other passengers on the buses.

254. Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN would not have booked the trip to Abu Simbel and boarded the bus to take the trip to Abu Simbel had Defendant GRAND CIRCLE informed them that the trip from Aswan to Abu Simbel was not safe, had a substantial record of prior tour bus crash related fatalities, or that no security would be accompanying the travelers to Abu Simbel.

255. As a direct and proximate result of Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN's justifiable reliance on Defendant GRAND CIRCLE's material misrepresentations that they would be safe and secure on their trip to Abu Simbel, Plaintiff FRANCES ARLENE EINHORN sustained serious injuries resulting in her death, and Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN sustained severe and serious injuries and emotional damages and will continue to suffer pain and emotional distress.

WHEREFORE, come Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN, on his own behalf and as Executor of the ESTATE OF FRANCES ARLENE EINHORN, by and through the undersigned attorneys, and sue Defendant GRAND CIRCLE, individually, jointly and severally, and demands judgment for damages, including punitive damages, exclusive of attorneys fees, costs and interest, against it in an amount in excess of the

jurisdictional limits of this Court and further demands a trial by jury on all issues so triable as of right by a jury.

COUNT VIII:

INTENTIONAL MISREPRESENTATION
(ELIZABETH LOO VINNEDGE, DAVID EINHORN, ESTATE OF FRANCES ARLENE EINHORN)

256. Plaintiffs hereby incorporate by reference all prior allegations.

257. As set forth in detail above, Defendant GRAND CIRCLE, through its words and actions, made numerous representations to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN that the trip from Aswan to Abu Simbel was safe, appropriate for travelers of their age, and would be traveled at a safe pace or speed. Defendant GRAND CIRCLE also represented to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN that all necessary precautions had been taken to ensure their well-being and that security would be provided on the trip from Aswan to Abu Simbel.

258. Defendant GRAND CIRCLE made these representations of safety and security with full awareness that the trip to Abu Simbel was not suitable for older travelers like Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN, security would not be provided for the entire duration of the trip and the drive to Abu Simbel was, in fact, very dangerous.

259. Defendant GRAND CIRCLE was aware that many tour agencies arrange for their clients to travel to Abu Simbel by airplane rather than by bus due to the dangers involved in ground transportation between Aswan and Abu Simbel. In fact, two days after the horrible crash,

Defendant GRAND CIRCLE arranged for the uninjured tourists from the three buses to travel to Abu Simbel by airplane.

260. Defendant GRAND CIRCLE made these misrepresentations of safety and security to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and GRAND CIRCLE's targeted demographic with the intent to induce older travelers like Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN to pay for the optional excursion to Abu Simbel on December 26, 2010, which, alone, generated an additional \$21,000 of revenue for Defendant GRAND CIRCLE.

261. Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN had no independent knowledge of the dangers involved in ground transportation to Abu Simbel, were justified in relying on GRAND CIRCLE's representations when they chose to book the trip and board the bus to Abu Simbel, and would not have purchased the optional excursion to Abu Simbel if Defendant GRAND CIRCLE had informed them that the trip there was not safe and/or that no security personnel would be accompanying the travelers to Abu Simbel.

262. As a direct and proximate result of Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN's justifiable reliance on Defendant GRAND CIRCLE's intentional misrepresentations that they would be safe and secure on their trip to Abu Simbel, Plaintiff FRANCES ARLENE EINHORN sustained sever physical injuries resulting in her death, and Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN sustained severe and serious injuries and emotional damages and will continue to suffer pain and emotional distress.

WHEREFORE, come Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN, on his own behalf and as Executor of the ESTATE OF FRANCES ARLENE EINHORN, by and through the undersigned attorneys, and sue Defendant GRAND CIRCLE, individually, jointly and severally, and demands judgment for damages, including punitive damages, exclusive of attorneys fees, costs and interest, against it in an amount in excess of the jurisdictional limits of this Court and further demands a trial by jury on all issues so triable as of right by a jury.

COUNT IX:

BREACH OF CONTRACT

(ELIZABETH LOO VINNEDGE, DAVID EINHORN, ESTATE OF FRANCES ARLENE EINHORN)

263. Plaintiffs hereby incorporate by reference all prior allegations.

264. As set forth in detail above, Defendant GRAND CIRCLE is in the business of organizing, promoting, sponsoring, arranging and selling international tours, trip extensions and optional excursions.

265. Defendant GRAND CIRCLE prepares, prints, and distributes advertising, brochures, and literature and hosts a website pertaining to the international tours, trip extensions, and optional excursions GRAND CIRCLE organizes, arranges, and offers for purchase.

266. Defendant GRAND CIRCLE distributed and sent to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN numerous advertisements, brochures and literature, including a detailed travel brochure entitled "Grand Circle Small Ship Cruises: Worldwide Discovery by Land, Sea, and the World's Great Waterways, 2010."

267. In its brochure, Defendant GRAND CIRCLE offered for purchase, under conditions stated in the brochure, international tour packages, trip extensions and optional excursions Defendant GRAND CIRCLE had organized and arranged for the year 2010, including a 15-day CruiseTour of Ancient Egypt and the Nile River and an optional excursion to Abu Simbel.

268. Defendant GRAND CIRCLE's website "" is referenced in bold on the bottom of nearly every page of its brochure; and, on the last two pages of the brochure, GRAND CIRCLE encourages potential purchasers to visit its website so they can "learn more, find more, [and] do even more."

269. Like its brochure, Defendant GRAND CIRCLE's website offers for purchase, under conditions stated on the website, international tour packages, trip extensions, and optional excursions that Defendant GRAND CIRCLE organizes and arranges.

270. Defendant GRAND CIRCLE's website further provides purchasers of its tour packages, trip extensions, and optional excursions with additional information concerning relevant facts about the countries explored in GRAND CIRCLE tours and trip extensions and certain conditions travelers could expect to encounter in each country.

271. Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN justifiably relied on the representations and promises Defendant GRAND CIRCLE made in its brochure and on its website to purchasers of its international tour packages, trip extensions and optional excursions to inform her decision of whether to purchase the December 2010 Ancient Egypt and the Nile River 15-Day CruiseTour and optional excursion to Abu Simbel offered by Defendant GRAND CIRCLE in its brochure and on its website. These representations and promises, which comprise the duties GRAND CIRCLE freely obligated itself

to uphold and perform for and on the behalf of purchasers of its international tour packages, trip extensions, and optional excursions, including Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN, include the following:

- a. A representation and promise to purchasers on GRAND CIRCLE's website that GRAND CIRCLE has been in the business of organizing, arranging and selling international tours for more than 50 years and has "been to each locale, cruised each waterway, and inspected everything, so all [they] have to do is relax, explore, and have the time of [their] li[ves];"
- b. A representation and promise to purchasers on GRAND CIRCLE's website that "[w]ith [GRAND CIRCLE's] staff in Boston and 35 regional offices around the world, [GRAND CIRCLE] work[s] hard behind the scenes to provide [them] with a standout experience on every River Cruise or Land Vacation;"
- c. Representations and promises to purchasers on GRAND CIRCLE's website and in its brochure that "[t]raveling with Grand Circle is about more than sightseeing. It's about...feeling comfortable, safe, and well-cared for every step of the way" and purchasers will "enjoy peace of mind" because GRAND CIRCLE has "taken the necessary precautions to ensure [their] well-being and safety during [their] entire vacation;"
- d. Representations and promises in GRAND CIRCLE's brochure and on its website that purchasers will "view [their] destination's storied sights...all from the eyes of an expert" thanks to the "expertise of [GRAND CIRCLE's] resident Program Directors" who "live, work, and play in the destinations

[they will] explore” and whom GRAND CIRCLE “hand-picks.” GRAND CIRCLE further represents and promises to purchasers that an “expertly trained Program Director is by [their] side every step of the way,” to “ensure that [they] have the best travel experience possible,” that resident Program Directors have a “wonderful command of local history” and “[j]ust knowing that [Program Directors] are there when you need them will help [them] feel relaxed and open to new experiences;”

- e. A representation and promise to purchasers in its brochure on and its website that “thanks to [GRAND CIRCLE’s] leisurely pacing and emphasis on traveler comfort” purchasers can “create the vacation [they]’ve always dreamed of;” and
- f. A representation to purchasers in its brochure that GRAND CIRCLE is one of the best cruise lines in the world and an invitation to “discover why *Condé Nast Traveler* readers...named Grand Circle to its annual Gold List of the World’s Best Small Ship Cruise Lines for the fifth time.”

272. Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN accepted Defendant GRAND CIRCLE’s offer of the December 2010 Ancient Egypt and the Nile River 15–Day CruiseTour, post-extension trip to Jordan and several optional excursions (including the pre-trip extension to Jerusalem, Israel for Plaintiffs DAVID EINHORN and FRANCES ARLENE EINHORN), including the trip to Abu Simbel that were detailed in GRAND CIRCLE’s brochure based on the representations and promises GRAND CIRCLE made in its brochure and on its website that obligated GRAND CIRCLE to, among other duties, take the necessary precautions to ensure Plaintiffs ELIZABETH LOO VINNEDGE,

DAVID EINHORN and FRANCES ARLENE EINHORN's safety and well-being during their *entire* vacation, provide them with an experienced and knowledgeable resident Program Director whose aid they could rely on at *all times*, and provide them with a leisurely-paced vacation that would be appropriate for older travelers like themselves.

273. Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN were justified in relying on the representations and promises made by Defendant GRAND CIRCLE in its brochure and on its website when they accepted GRAND CIRCLE's offer.

274. On June 20, 2010, PLAINTIFF ELIZABETH LOO VINNEDGE called the toll-free number provided in Defendant GRAND CIRCLE's brochure and, through a GRAND CIRCLE representative, reserved the December 2010 Ancient Egypt and the Nile River 15-Day CruiseTour and post-extension trip to Jordan. As required by Defendant GRAND CIRCLE, Plaintiff ELIZABETH LOO VINNEDGE placed a deposit with GRAND CIRCLE to confirm her acceptance of GRAND CIRCLE's offer and obligations.

275. Plaintiff ELIZABETH LOO VINNEDGE paid Defendant GRAND CIRCLE the remaining balance for the Ancient Egypt and the Nile River 15-Day CruiseTour and post-extension trip to Jordan on September 19, 2010.

276. Plaintiff ELIZABETH LOO VINNEDGE paid Defendant GRAND CIRCLE for for several optional excursions, including the trip to Abu Simbel, GRAND CIRCLE offered in its brochure and on GRAND CIRCLE's website.

277. Plaintiffs DAVID EINHORN and FRANCES ARLENE EINHORN contacted Defendant GRAND CIRCLE in September 2010 and reserved and paid both the deposit and the remaining balance for the Ancient Egypt and the Nile River 15-Day CruiseTour with pre-trip

extension to Jerusalem, Israel and post-trip extension to Jordan to confirm their acceptance of GRAND CIRCLE's offer and obligations.

278. Plaintiffs DAVID EINHORN and FRANCES ARLENE EINHORN paid Defendant GRAND CIRCLE for several optional excursions, including the trip to Abu Simbel, GRAND CIRCLE offered in its brochure and on GRAND CIRCLE's website.

279. As set forth above, Defendant GRAND CIRCLE organized, arranged and controlled the December 18, 2010 Ancient Egypt and the Nile River 15-Day Cruise Tour and the optional excursion to Abu Simbel and related services and offered the tour, extension trip and optional excursion to Abu Simbel to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN for a price. Based on Defendant GRAND CIRCLE's promises and representations of its offer in its brochure and on its website, Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN accepted the offer and paid Defendant GRAND CIRCLE the price of the trip, thereby establishing a contract between Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN and Defendant GRAND CIRCLE.

280. The aforementioned representations, promises and statements made by Defendant GRAND CIRCLE in its brochure and on its website are obligations Defendant GRAND CIRCLE freely undertook to provide and perform for and on behalf of Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN in the tour contract GRAND CIRCLE entered into with them.

281. This contract was consummated when Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN embarked on the tour of Egypt arranged and controlled by Defendant GRAND CIRCLE on December 18, 2010.

282. In Egypt, Defendant GRAND CIRCLE and its representatives further expanded GRAND CIRCLE's obligations through an oral contract when GRAND CIRCLE informed the travelers on the December 18, 2010 Ancient Egypt and the Nile River 15-Day Cruise Tour, including Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN, that security personnel would accompany them on the trip from Aswan to Abu Simbel.

283. Based on the representations and promises of GRAND CIRCLE, Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN had a right to rely on all of Defendant GRAND CIRCLE's contractual obligations and did rely thereon.

284. Defendant GRAND CIRCLE breached its contractual obligations to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN through the following acts or omissions:

- a. As part of Defendant GRAND CIRCLE's obligation to "inspect[] everything" regarding the locales included in the tours and optional excursions it offers for purchase, Defendant GRAND CIRCLE and its representatives knew of the dangers posed by travel on the road to Abu Simbel, including dangerous road conditions, the custom of drivers operating their vehicles without headlights in the dark, and knowledge of numerous fatalities and injuries caused by recent tour bus accidents on the road. Despite this knowledge, Defendant GRAND CIRCLE breached its obligation to ensure the safety and well-being of its travelers, including Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN, through its negligence and

unwillingness to arrange flights to Abu Simbel for the travelers, even though they were readily available;

- b. Defendant GRAND CIRCLE breached several of its obligations to its travelers, including Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN, by failing to warn them of the dangers posed by travel on the road to Abu Simbel, including the fact that four tour buses had recently crashed on the road, killing ten tourists and seriously injuring numerous others; that the road was narrow, unlit and being repaired on the day of GRAND CIRCLE's excursion; and that drivers in Egypt customarily operate their vehicles without headlights in the dark;
- c. Defendant GRAND CIRCLE's resident Program Director on the first bus breached several of GRAND CIRCLE's obligations to travelers on the second bus, including Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN, by failing to warn the driver of the second bus and/or GRAND CIRCLE's resident Program Director Sameh Ali on the second bus that a massive dump truck was parked in or on the right side the road, even though the dump truck was plainly visible to GRAND CIRCLE's resident Program Director on the first bus;
- d. Defendant GRAND CIRCLE breached several of GRAND CIRCLE's obligations to its travelers, including Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN, through its negligent hiring and supervision of the bus company and bus drivers GRAND CIRCLE selected and hired to transport Plaintiffs

ELIZABETH LOO VINNEDGE, DAVID EINHORN, FRANCES ARLENE EINHORN and the other passengers and its negligent hiring and supervision of resident Program Director Sameh Ali;

- e. Defendant GRAND CIRCLE's resident Program Director Sameh Ali breached several of GRAND CIRCLE's obligations to its travelers, including Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN, by sleeping when he had been charged with supervising the driving of the bus and providing instructions of its safe passage;
- f. Defendant GRAND CIRCLE's resident Program Director Sameh Ali breached several of GRAND CIRCLE's obligations to its travelers, including Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN, by allowing the driver of the second bus to operate the bus at a reckless rate of speed.
- g. Defendant GRAND CIRCLE's resident Program Director Sameh Ali breached several of GRAND CIRCLE's obligations to its travelers, including Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN, by allowing the driver of the second bus to crash into a dump truck parked in or on the right side of the road, causing the death of eight passengers including FRANCES ARLENE EINHORN, the delayed death of a ninth passenger, and severe bodily injury to Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and numerous other passengers;

h. Defendant GRAND CIRCLE breached several of GRAND CIRCLE's obligations to its travelers, including Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN, by failing to provide security personnel to accompany the passengers on the second bus during the entire duration of the trip to Abu Simbel as Defendant GRAND CIRCLE had orally represented and promised;

285. Defendant GRAND CIRCLE represented and promised in its brochure and on its website that purchasers of its tour packages, trip extensions and optional excursions could rely on GRAND CIRCLE's expertise as one of the best tour operators in the world to fulfill its contractual obligations. Defendant GRAND CIRCLE was certainly in a position to know about the dangers posed by travel in Egypt and had contractual duty to inform Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN of these dangers and ensure her safety and well-being during the entire trip. Defendant GRAND CIRCLE freely undertook this contract with Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN and breached the obligations of the contract by which GRAND CIRCLE was bound.

WHEREFORE, come Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN, on his own behalf and as Executor of the ESTATE OF FRANCES ARLENE EINHORN, by and through the undersigned attorneys, and sue Defendant GRAND CIRCLE, individually, jointly and severally, and demands judgment for damages, exclusive of attorneys fees, costs and interest, against it in an amount in excess of the jurisdictional limits of this Court and further demands a trial by jury on all issues so triable as of right by a jury.

COUNT X:

DECEPTIVE TRADE PRACTICE

MASS. G.C.L. CH 93A

(ELIZABETH LOO VINNEDGE, DAVID EINHORN, ESTATE OF FRANCES ARLENE EINHORN)

286. Plaintiffs hereby incorporate by reference all prior allegations.

287. As alleged above, Defendant GRAND CIRCLE knowingly and willfully misrepresented its tour packages, trip extensions and optional excursions to induce Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN to purchase travel services offered by Defendant GRAND CIRCLE in its brochure and on its website. As such, Defendant GRAND CIRCLE violated the Massachusetts Consumer Protection Act, M.G.L. ch. 93A, § 2, which prohibits the unfair and deceptive practices conducted by Defendant GRAND CIRCLE in its transaction with Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN and FRANCES ARLENE EINHORN.

288. Following the December 26, 2010 bus crash in Egypt in which she sustained severe injuries and damages, Plaintiff ELIZABETH LOO VINNEDGE was instructed by Defendant GRAND CIRCLE and its representatives to file claims arising from the bus crash with Defendant GRAND CIRCLE's insurance carrier, Zurich American Insurance Company (hereinafter "Zurich").

289. Pursuant to M.G.L. c. 93A, § 9, Plaintiff ELIZABETH LOO VINNEDGE, through her attorneys, sent Zurich a written demand for relief from GRAND CIRCLE for violation of the Massachusetts Consumer Protection Act, M.G.L. c. 93A, § 2. Plaintiff ELIZABETH LOO VINNEDGE's demand letter to Zurich was sent to Zurich and a copy to Defendant GRAND CIRCLE by certified United States mail on September 1, 2011. Plaintiff ELIZABETH LOO VINNEDGE's demand letter identified her as a potential claimant,

reasonably described the unfair and deceptive acts and practices committed by GRAND CIRCLE and the injuries she sustained as a result of her reliance on those acts and practices and made a reasonable tender of settlement.

290. Zurich and/or Defendant GRAND CIRCLE refused to tender a reasonable settlement in response to Plaintiff ELIZABETH LOO VINNEDGE's written demand for relief from GRAND CIRCLE within the 30-day statutory period following the mailing of Plaintiff ELIZABETH LOO VINNEDGE's demand letter.

291. Pursuant to M.G.L. c. 93A, § 9, Plaintiff DAVID EINHORN, on his own behalf and as the Executor of the ESTATE OF FRANCES ARLENE EINHORN, through his attorneys, sent Defendant GRAND CIRCLE a written demand for relief for violation of the Massachusetts Consumer Protection Act, M.G.L. c. 93A, § 2. Plaintiff DAVID EINHORN's demand letter to Defendant GRAND CIRCLE was sent by certified United States mail on September 19, 2011. Plaintiff DAVID EINHORN's demand letter identified him as a potential claimant along with the ESTATE OF FRANCES ARLENE EINHORN, MICHAEL THOMAS EINHORN and CHERYL FELICE EINHORN, reasonably described the unfair and deceptive acts and practices committed by GRAND CIRCLE and the injuries sustained as a result of reliance on those acts and practices and made a reasonable tender of settlement.

292. Defendant GRAND CIRCLE refused to tender a reasonable settlement in response to Plaintiff DAVID EINHORN's written demand for relief from GRAND CIRCLE within the 30-day statutory period following the mailing of Plaintiff DAVID EINHORN's demand letter.

293. Plaintiff ELIZABETH LOO VINNEDGE suffered the aforementioned injuries and damages as a direct result of Defendant GRAND CIRCLE's willful and knowing violation

of the Massachusetts Consumer Protection Act, and, pursuant to M.G.L. c. 93A, § 9, she is entitled to up to three but not less than two times the amount of actual damages suffered by her and attorneys' fees as a result of the refusal of Zurich and/or Defendant GRAND CIRCLE to grant relief for GRAND CIRCLE's violation upon demand.

294. FRANCES ARLENE EINHORN suffered wrongful death as a direct result of Defendant GRAND CIRCLE's willful and knowing violation of the Massachusetts Consumer Protection Act, and, pursuant to M.G.L. c. 93A, § 9, and the ESTATE OF FRANCES ARLENE EINHORN is entitled to up to three but not less than two times the amount of actual damages suffered by her and attorneys' fees as a result of the refusal of Defendant GRAND CIRCLE to grant relief for GRAND CIRCLE's violation upon demand.

WHEREFORE, come Plaintiffs ELIZABETH LOO VINNEDGE and DAVID EINHORN, on his own behalf and as Executor of the ESTATE OF FRANCES ARLENE EINHORN, by and through the undersigned attorneys, and sue Defendant GRAND CIRCLE, individually, jointly and severally, and demands judgment for damages, exclusive of attorneys fees, costs and interest, against it in an amount in excess of the jurisdictional limits of this Court and further demands a trial by jury on all issues so triable as of right by a jury.

REQUEST FOR RELIEF

WHEREFORE, having complained of the conduct of the Defendant GRAND CIRCLE LLC d/b/a GRAND CIRCLE TRAVEL a/k/a GRAND CIRCLE TRAVEL, INC., Plaintiffs ELIZABETH LOO VINNEDGE, DAVID EINHORN, on his own behalf and as Executor of the ESTATE OF FRANCES ARLENE EINHORN, MICHAEL THOMAS EINHORN and CHERYL FELICE EINHORN pray for relief commensurate with the causes of action set forth

herein, including, but not limited to, an award of actual damages in an amount determined by the trier of fact to be sufficient to compensate fully for all losses suffered by Plaintiffs including pain and suffering, and an award of punitive damages in an amount determined to be sufficient to hold Defendant accountable for its part in these injuries, to express the seriousness of its conduct and to deter such similar conduct in the future, reasonable attorneys' fees, the costs of this action, and such additional relief as this court deems just and proper, and for Count X up to three but not less than two times the amount of actual damages suffered by Plaintiffs and attorneys' fees as a result of the refusal of Defendant GRAND CIRCLE to grant relief for GRAND CIRCLE's violation upon demand.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury of all issues triable as of right by jury.

DATED THIS 20th DAY OF OCTOBER, 2011.

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