

[Fill in the spaces next to the instructions. Other spaces are for Court use.]
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X

Hope Hicks a.k.a. Midshipman-X
_____,
[2. Fill in name(s)] Plaintiff(s)

[1. Index No. & Year]
Index No. _____ / _____
SUMMONS

-against-

Maersk Line, Limited
_____,
[3. Fill in name(s)] Defendant(s)

Date Index No. _____
Purchased 06/14/2022
[4. Fill in date]

-----X

To the Person (s) Named as Defendant(s) above:

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to answer the complaint of the plaintiff(s) herein and to serve a copy of your answer on the plaintiff(s) at the address indicated below within twenty (20) days after the service of this Summons (not counting the day of service itself), or within thirty(30) days after service is complete if the Summons is not delivered personally to you within the State of New York.

YOU ARE HEREBY NOTIFIED THAT should you fail to answer, a judgment will be entered against you by default for the relief demanded in the complaint.

[5. Date and County papers are signed in]

Dated: 06/14/2022

County: Nassau County



[6. Your Signature]
Carol Guentert

[7. Your Name]
1350 Avenue of the Americas, Floor 31

[8. Your Address]
New York, NY 10019

[9. City, State & Zip Code]
(646) 768-7058

[10. Your Phone Number]

SUPREME COURT OF THE STATE OF NEW YORK

NASSAU COUNTY

HOPE HICKS,)	
(a.k.a. "MIDSHIPMAN-X"))	
)	
<i>Plaintiff,</i>)	
)	
v.)	COMPLAINT
)	
)	JURY TRIAL DEMANDED
)	
MAERSK LINE, LIMITED)	Index No.
)	
<i>Defendant.</i>)	
)	

COMPLAINT

Plaintiff Hope Hicks, by and through her undersigned counsel, hereby sues Defendant Maersk Line, Limited ("Defendant" or "Maersk"), and in support thereof, states as follows:

INTRODUCTION

1. Hope Hicks is a courageous sexual assault survivor who shook the maritime community to its foundation when, under the moniker Midshipman-X, she published a first-hand account of being sexually assaulted aboard a Maersk cargo ship while participating in the U.S. Merchant Marine Academy's ("USMMA" or "the Academy") "Sea Year" program. In her brave account, which eventually reached readers around the world, Hope described a horror that she and countless other cadets and crewmembers have endured while working at sea aboard commercial vessels.

2. In June 2019, Hope was assigned to work onboard the M/V Alliance Fairfax ("Alliance Fairfax"), a vessel owned and operated by Maersk – a multi-billion-dollar commercial

shipping company. From the beginning, Hope—who was the only female aboard the Alliance Fairfax—was subjected to sexual harassment by male crewmembers that grew worse over time. Halfway through her voyage, Hope’s worst nightmare was realized when the ship’s First Engineer plied Hope with alcohol, waited until she was completely incapacitated, and raped her.

3. Prior to being raped by a drunken officer more than forty years her senior, Hope was a virgin and was saving herself for marriage. The next day, the First Engineer ordered Hope to his quarters and made it clear that his fellow officers on the ship would protect him against any allegations Hope made.

4. Although Hope disclosed the rape to her fellow Sea Year cadet, she was too afraid for her safety and of reprisals to make any official report. She suffered in silence for the remaining 50 days of her time on the Alliance Fairfax.

5. But in January 2021, Hope began working as a victim advocate at the USMMA. In this capacity, she heard story after story about women being raped and/or sexually harassed during their Sea Year. Like her, many of these women were afraid to report. In September 2021, Hope broke her silence by publishing her story under the moniker Midshipman-X.

6. By this Complaint, Hope seeks justice for the rape and sexual harassment she endured aboard the Alliance Fairfax, and she also seeks to bring attention to the systemic problems of sexual harassment and sexual assault affecting cadets aboard Maersk’s vessels.

7. Maersk was aware of the problem of sexual assault and harassment of Sea Year cadets on its ships. Long before Hope boarded the Alliance Fairfax, there had been widespread public reports that USMMA cadets working aboard commercial ships, including Maersk’s vessels, were being sexually assaulted and sexually harassed at alarming rates. But Maersk, which benefits

from the government subsidies it receives in part for participating in the Sea Year program, took insufficient measures to protect the teenaged cadets under its charge.

8. By bringing this suit under her actual name, at great personal and professional risk, Hope seeks to help prevent other mariners from having to endure the same horror that she experienced.

9. For Maersk's failure to protect Hope from sexual assault and sexual harassment, she seeks all remedies available to her under law.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over the case pursuant to the Jones Act (46 U.S.C. § 30104) under a theory of negligence, and under the General Maritime Law and the Admiralty jurisdiction of the United States under 28 U.S.C. § 1333 for a theory of unseaworthiness.

11. This Court has personal jurisdiction over Defendant Maersk pursuant to N.Y. C.P.L.R. § 302(a). Defendant transacts business within the state and contracts to supply services in the state.

12. Defendant recruits and hires numerous cadet crewmembers from the USMMA, located in Kings Point, New York, each year, then facilitates the transportation of those cadet crewmembers to its fleet of vessels. Defendant has engaged in this persistent course of conduct regarding the recruitment, employment, and transportation of USMMA cadet crewmembers to its vessels for approximately 30 years. During that time Defendant has derived substantial revenue from the contributions these cadet crewmembers have made to the lucrative operations of its vessels.

13. Additionally, Defendant has derived substantial revenue from contracts and agreements with the USMMA related to its recruitment, hiring, and transportation of USMMA

cadet crewmembers to its vessels via the Maritime Security Program (“MSP”) (46 C.F.R. Part 296). In 2021, Defendant received a \$5.2 million direct subsidy from Congress for its operation of the Alliance Fairfax via the MSP and \$5 million in 2019. *See* Congressional Research Service, “U.S. Maritime Administration (MARAD) Shipping and Shipbuilding Support Programs,” (Jan. 8, 2021) at 10–11, <https://crsreports.congress.gov/product/pdf/R/R46654/2>; MARAD, “Maritime Security Program Fleet (MSP)” (January 1, 2021), <https://www.maritime.dot.gov/sites/marad.dot.gov/files/2021-02/MSP%20Fleet%201-1-2021.pdf>; *Id.* “Maritime Security Program Fleet (MSP)” (April 2019), <https://www.maritime.dot.gov/sites/marad.dot.gov/files/docs/national-security/strategic-sealift/office-ship-operations/2681/msp-fleet-4-10-2019.pdf>. Defendant currently owns and operates at least 23 vessels enrolled in the MSP. *See* MARAD, “Maritime Security Program Fleet (MSP)” (February 1, 2022) <https://www.maritime.dot.gov/sites/marad.dot.gov/files/2022-02/MSP%20Fleet%20%202-1-2022.pdf>. This substantial revenue was strictly conditioned, among other things, upon Defendant continuing its persistent course of conduct regarding the hiring of cadet crewmembers from the USMMA in Kings Point, New York to its vessels. *See* 46 C.F.R. § 296.31(f).

14. Venue properly lies in Nassau County. In 2019, Defendant Maersk recruited, hired, and transported Plaintiff Hope Hicks from Kings Point, New York, located in Nassau County, to the Alliance Fairfax.

15. This claim is instituted for the recovery of damages in an amount more than \$25,000.

PARTIES

16. Plaintiff Hope Hicks is a citizen and resident of the state of New York. At all relevant times herein, Hicks was a student at the USMMA located in Kings Point, New York. Hicks lived and worked aboard the Maersk cargo ship Alliance Fairfax from approximately June 25, 2019 through October 5, 2019.

17. Defendant Maersk, a subsidiary of the A.P. Moller-Maersk Group, is a corporation that is organized and existing under the laws of the state of Delaware with its principal place of business in Norfolk, Virginia. Defendant Maersk provides U.S. flag transportation, ship management, and maritime technical services to government and commercial customers. Defendant Maersk is authorized to transact business within the state of New York and does conduct business within the state of New York.

FACTUAL ALLEGATIONS

18. In June 2018, Hope matriculated at the USMMA, a federal service academy chartered under the U.S. Department of Transportation (“USDOT”) and subject to direct oversight by the U.S. Maritime Administration (“MARAD”), a subagency of the USDOT.

19. Upon reporting to the Academy at the start of her plebe (freshman) year, Hope was required to sign a Service Obligation Contract (the “Contract”) with MARAD. In exchange for having her education paid for by the U.S. government, the Contract bound Hope to serve for a term of years in the U.S. maritime industry, the U.S. Navy Reserves, or on active duty in a branch of the U.S. military upon graduation from the Academy. *See* 46 C.F.R. § 310.58.

20. According to the terms of the Contract, if Hope failed to complete all the requirements for graduation from the USMMA, including the successful completion of her required sea time as a cadet crewmember, she could be ordered to enlist on active duty in the U.S.

military for a term of years, or be forced to repay the entire cost of her education. *See id.* As of March 4, 2020, the USMMA estimated the cost of four years at USMMA to be “over \$250,000.” USMMA, “Obligation Compliance,” <https://www.usmma.edu/after-graduation/obligation-compliance> (last updated March 4, 2020).

21. To successfully graduate from the USMMA and fulfill her contractual obligations to MARAD, Hope was required to participate in the Academy’s Sea Year Program. *See* USMMA, “About the Curriculum,” <https://www.usmma.edu/academics/curriculum/about-curriculum> (last updated April 7, 2020).

22. The Sea Year Program is a mandatory program in which USMMA students are sent to work on oceangoing commercial cargo ships, such as the Alliance Fairfax, in order to gain practical shipboard work experience as well as the sea time required to obtain a U.S. Coast Guard merchant mariner license. The Sea Year program requires USMMA cadets to complete two “sea splits.” During their first sea split, cadets spend approximately four months working aboard a commercial vessel after their plebe year. After returning to the Academy for an academic trimester, USMMA cadets then spend another eight months working aboard different cargo vessels during their second sea split, which spans parts of their sophomore and junior years.

23. Hope sailed aboard the Alliance Fairfax during her first sea split, and the Alliance Fairfax was the first ship she worked aboard as a crewmember.

24. Prior to joining Maersk’s Alliance Fairfax as a crewmember, the USMMA required Hicks to attend a series of “Sea Year Lectures”. The Sea Year lectures were delivered by several Academy Training Representatives (“ATRs”), all of whom were former ship captains in the Merchant Marine. The lectures were intended to provide practical advice and information that

would help prepare students for the rigors of life at sea as a crewmember aboard working cargo ships.

25. In the spring of 2019, every Class of 2022 female cadet who would soon be embarking upon their first sea split was invited to a special female-only lecture led by a female USMMA alumna. During this special lecture, the USMMA alumna told the female students they should be careful when doing their laundry on their ships because male crewmembers were known to steal female cadets' underwear and bras from the washing machines and dryers. The alumna also advised the female students to wear their hair up, to dress like men, and not wear anything "provocative"—including shorts—around the ship. She also cautioned them that working out in the ship's gym when men were also working out could "provoke" the men. It was clear from the Sea Year lectures that sexual harassment and/or sexual assault aboard commercial ships, including Maersk ships, during Sea Year, was well-known and commonplace.

26. On June 19, 2019, Hope received her Shipboard Training Orders ("Orders"), issued by her ATR, who coordinated closely with a senior Crewing Coordinator at Maersk to secure her employment aboard the Alliance Fairfax. According to her Orders, Hope's rating aboard the Alliance Fairfax would be Engine Cadet and Maersk would pay her a salary of \$1,116.00 per month. Her Orders also stated that her employment aboard the Alliance Fairfax was expected to be for a term of approximately three and a half months, and that she was not permitted to detach from the ship without prior authorization from her ATR.

27. Hope, like all USMMA students, had no control over her vessel assignment, no ability to request a different ship, and was not permitted to opt-out of her Sea Year shipboard employment.

28. Hope reported to the Alliance Fairfax, a vehicle-carrying cargo vessel operated by the Defendant, in Jacksonville, Florida, on June 25, 2019. There was one other USMMA cadet aboard the Alliance Fairfax—a male Engine Cadet (Hope’s “Sea Partner”).

29. From June until early October 2019, Hope worked as a member of the engine department aboard the Alliance Fairfax. Hope was an employee of Maersk, and subject to the same conditions, expectations, and policies as every other member of the Alliance Fairfax’s engine department.

30. As an Engine Cadet, Hope reported to the engine room each day at 8:00 a.m. and generally worked until her daily shift ended at 5:00 p.m. She was also required to be present in the engine room for all dockings, un-dockings, maneuverings, and machinery changeovers, no matter the time of day or night. Additionally, all members of the engine department, including Hope, were always on call in the event they were required to respond to any potential emergency in the engine room.

31. As an Engine Cadet, Hope was considered a junior officer in training. Hope, like all other engineers, reported directly to the First Engineer and she was expected to submit completely to his authority. The First Engineer gave Hope her work assignments each morning, and Hope had no power to challenge the work she was given or to request alternative assignments. Hope’s work assignments typically involved assisting a licensed engineer with projects in the engine room. The Chief Engineer was the head of the engine department and second in rank only to the Captain of the ship. Immediately below the Chief Engineer in rank were the First Engineer, the Second Engineer, and the Third Engineer.

A. Hope Was Sexually Assaulted While Serving Aboard the Alliance Fairfax

32. Upon boarding the Alliance Fairfax in Jacksonville, Florida on June 25, 2019, Hope discovered that she was the only woman aboard the vessel. Prior to boarding, she was never informed by Maersk or the USMMA that she would be the only female among an otherwise all-male crew.

33. Immediately, Hope noticed that male crewmembers treated her differently than other crewmembers. During the voyage, Hope was frequently and publicly objectified, demeaned, and degraded by members of the otherwise all-male crew.

34. For instance, on several occasions, the First Engineer, one of the highest-ranking officers aboard the ship and Hope's direct supervisor, made derogatory comments about women in Hope's presence and in the presence of other engineering officers, including telling her "a woman's place is in the home" and "[not] out here."

35. The First Engineer, who was forty years her senior, also made frequent unsolicited and unrequited romantic overtures towards Hope. The First Engineer commented that he was sexually attracted to Hope and made comments about her body and physical appearance in front of other members of the engine department. On numerous occasions, he also stated or implied to Hope that he desired to have a sexual relationship with her. The First Engineer also made crude, sexual jokes in front of Hope and other members of the engine department. The statements and behavior of the First Engineer made Hope afraid of him, and made her feel demeaned and degraded. Upon information and belief, the entire engine department knew about—and sometimes directly observed—the First Engineer sexually harassing Hope.

36. In mid-August 2019, about fifty days into Hope's voyage, the Alliance Fairfax docked in Aqaba, Jordan in the Gulf of Aqaba. In Aqaba, the crew loaded and unloaded cargo and replenished supplies for their upcoming two-week sea passage to their next port in India.

37. Maersk has a "zero-tolerance policy" regarding the use or possession of drugs and alcohol aboard its ships. According to Maersk, the reason for the policy is because their "foremost concern is safety at sea and this policy is in place [to protect] all persons aboard Maersk vessels." See Dianna Cahn, "Maersk Confirms Drugs Found With 2 Dead U.S. Guards" *Virginian Pilot Online* (February 23, 2014), https://www.pilotonline.com/news/article_11701762-b857-5503-adcf-b305e02f2fc1.html. Every crewmember joining a Maersk vessel, including every crewmember aboard the Alliance Fairfax during Hope's time aboard the ship, was required by Maersk to sign a form acknowledging their understanding and awareness of Maersk's zero-tolerance drug and alcohol policy.

38. Nonetheless, while ashore in Aqaba, the First Engineer and other engineering officers purchased copious amounts of alcohol and brought the alcohol back aboard the Alliance Fairfax in clear violation of Maersk's zero-tolerance policy.

39. On or around the third day back at sea after departing Aqaba, the engineering officers finished working early and began drinking heavily on the pool deck. Despite Maersk's zero tolerance alcohol policy, and the foreseeable safety risk posed by intoxicated crewmembers, this type of heavy, open drinking happened at least once a week while Hope was onboard. The Captain of the Alliance Fairfax was aware of the excessive drinking taking place aboard his vessel, and on occasion he even participated in the bouts of heavy drinking.

40. As the engineers got drunk, Hope stayed in her room to avoid an increasingly boisterous scene. However, the engineering officers ordered her Sea Partner to go to her room and bring her to the pool deck. Hope declined.

41. After several hours, the engineering officers left the outdoor pool deck and went into the First Engineer's stateroom to continue drinking. The First Engineer's room was directly next to Hope's stateroom and their rooms shared a wall. She could hear loud music and yelling coming through her wall.

42. Around 8:00 p.m., and despite her earlier refusal, the engineering officers again sent Hope's Sea Partner to her room to demand that she join them. Understanding that she was required per the USMMA's policies and by virtue of her employment with Maersk to obey her superior officers, Hope felt obligated to agree. In addition, Hope was very aware that if she failed to successfully complete her time on the Alliance Fairfax, she could be disenrolled from the Academy and forced to repay her education. Knowing her place as one of the ship's lowest ranking crewmembers and the vast difference in power between herself and the senior engineering officers, Hope reluctantly joined the engineers in the First Engineer's stateroom.

43. When Hope entered the First Engineer's stateroom, she realized the room was filled with her superiors: the First Engineer, the Chief Engineer, and the Second Engineer. The Third Engineer joined soon after. Immediately, the engineering officers began forcing Hope to take shots of hard liquor, despite knowing that she was not of legal drinking age. Due to their power and status over her, Hope did not feel that she could refuse.

44. Hope's Sea Partner soon became sick from the alcohol he had consumed and vomited in the First Engineer's bathroom. Hope heard the First Engineer yell at her Sea Partner for vomiting in his bathroom. She then heard the First Engineer say, in reference to her Sea Partner,

“we gotta’ put this one to bed.” Hope later learned that the Second and Third Engineers carried her Sea Partner to his room because he was too intoxicated to walk back to his stateroom by himself.

45. In order to employ USMMA cadets, Maersk had to sign a binding agreement with MARAD, pursuant to the Shipboard Climate Compliance Team (“SCCT”) policies, agreeing, among other things, that it would not allow for the provision of alcohol to cadets onboard its vessels. *See* MARAD, “Summary of Sea Year Criteria,” <https://www.maritime.dot.gov/outreach/summary-sea-year-criteria> (last updated November 8, 2018). In addition, as the officers were well aware, Hope and her Sea Partner were not of legal drinking age. Despite all of this, and despite Maersk’s official zero-tolerance policy regarding the use or possession of alcohol aboard its ships, within an hour of arriving in the First Engineer’s room, Hope was forced to drink approximately 8-10 shots of hard liquor. Hope, who is small in stature and had limited experience with alcohol, was unable to handle the alcohol that the engineering officers forced her to consume. Accordingly, Hope became incapacitated and blacked out.

46. The next morning, around 7:00 a.m., Hope woke up in her bed completely naked and began panicking. The clothes she had been wearing the night before were soaking wet and scattered across the floor of her stateroom. There was blood on her sheets, bruises on her body, and she felt extremely sore, especially in her vaginal area. Hope was a virgin who planned to abstain from sex until marriage. She knew that she had been raped by the First Engineer. Hope sat on her bed, terrified, recalling the events of the previous evening.

47. Hope’s memory of the rape and the order of events is incomplete due to the physical and emotional trauma she experienced and her intoxication. However, she clearly recalls that she

did not consent to sexual relations with the First Engineer and knows she was incapable of consenting given her state of intoxication. Hope also recalls being frozen with fear, severely incapacitated, and physically outmatched by the First Engineer.

48. Despite her incomplete memory from that night, Hope had very clear and vivid memories of specific events and scenes from the night she was raped.

49. Hope clearly recalled lying on the floor of her bathroom shower, completely naked and helpless, with water falling on her from the shower head above. She saw the First Engineer standing above her in the shower, fully clothed, but she was unable to move. She also clearly recalled lying in her bed naked and unable to move while she watched the First Engineer remove his clothes beside her bed. She also clearly recalled the First Engineer standing over her without his clothes on, and forcing his penis into her mouth, but she was unable to move or resist. She also clearly recalled the First Engineer lying on top of her in her bed, forcefully kissing her on the mouth. The First Engineer also vaginally raped her.

50. Between 7:00 a.m. and 8:00 a.m. on the morning after the rape, the phone in Hope's stateroom rang. The Second Engineer was calling to tell her that the First Engineer was giving both her and her Sea Partner the day off, and letting her know she did not have to show up for work in the engine room that day. During that phone call, the Second Engineer also made a joke to Hope about how much she had to drink the night before and about how drunk she had been.

51. At around 8:00 a.m. the morning after the rape, Hope went to her Sea Partner's room and confided in him that she had been raped by the First Engineer. Crying and panicked, she repeatedly said, "this guy raped me, this guy raped me." She told her Sea Partner that she did not want to be on the ship anymore and that she did not feel safe.

52. Neither Hope's Sea Partner nor Hope knew what they should do. While they discussed reporting the assault, Hope did not know who she could report it to or if anyone would believe her. During her time on the Alliance Fairfax, Hope had not been counseled on how to report a sexual assault.

53. Hope also feared for her physical safety if she reported the rape while she was still on the ship. Moreover, Hope feared the First Engineer might attempt to silence her. Hope had read news accounts about Akhona Geveza, a nineteen-year-old cadet on a different Maersk ship, who died in 2010 after falling overboard. The news accounts reported that, allegedly, just before her death, Geveza reported to colleagues that she had been raped by one of the ship's senior officers.

54. Hope contemplated reporting the assault to the Chief Engineer, but due to his close friendship with the First Engineer, formed over years of working together at sea, Hope feared the Chief Engineer would protect the First Engineer and attempt to discredit her. Furthermore, the Chief Engineer had been present when the engineers were forcing Hope to consume excessive amounts of alcohol in the First Engineer's stateroom. As such, she knew he would be implicated in the violation of Maersk's zero-tolerance alcohol policy. Thus, the Chief Engineer had reason to keep the story quiet. Hope realized that, as one of the lowest crewmembers on the ship (and without the legal representation and protections afforded to the unionized licensed and unlicensed crewmembers) it would be her word against the words of the two highest ranking members of the ship's engine department.

55. Later that same day, Hope received a call from the First Engineer asking her to meet him in his stateroom to talk. She refused and hung up the phone. The First Engineer called her several more times, each time insisting that she come to his stateroom, but Hope continued to

refuse to meet him in his stateroom out of a tremendous sense of fear for what he might do to her once she was alone with him.

56. However, despite her refusals, the First Engineer continued to call her room, and his insistence became stronger and more aggressive. Because he was her supervisor, Hope began to fear the possible repercussions she might face by continuing to refuse to meet the First Engineer. Therefore, eventually, Hope reluctantly agreed to meet him. Hope was so fearful for her own safety, that she carried a knife in her pocket for protection as she headed for the First Engineer's stateroom. Further, on the way, she walked to her Sea Partner's room, informed him of where she was going, and asked him to come help her if she did not return within ten minutes.

57. When Hope entered the First Engineer's room, he ordered her to close the door and told her to take a seat. Once she was seated, the First Engineer said he wanted to discuss what happened the night before. Hope responded that he had forced himself on her and had raped her. The First Engineer denied the allegations and claimed he had simply helped her back to her room. But then, in a very threatening manner, he warned Hope against telling the Captain her version of events.

58. During this conversation, Hope remained very fearful, especially because the First Engineer's manner and posture were extremely threatening. At one point, the First Engineer moved his chair closer to Hope's until he was right next to her. He then reached over and placed his hand on her thigh, leaned into her face, and said, "[w]ell, you know that we mariners get lonely out here at sea. Let me know if you ever want to do anything. If you ever want to make something work, I won't tell anyone."

59. In disbelief, Hope stood up to leave. As she was walking out of the door, the First Engineer warned her that no one would ever believe her.

60. After leaving the First Engineer's stateroom, Hope proceeded immediately to her Sea Partner's room. She locked his door and broke down in tears. There were two more weeks until the Alliance Fairfax would reach its next port in India, and Hope was trapped aboard the ship with her rapist.

61. Hope soon learned that no one stepped in to protect her from the First Engineer the night of her rape. For instance, a few days after her assault, the Second Engineer admitted to Hope that he had helped the First Engineer carry her from the First Engineer's room to her own room on the night of the assault, and that it was the Second Engineer's idea to put her under running water in her shower. The Second Engineer told Hope that she was fully clothed in the shower when he left her with the First Engineer. However, the Second Engineer left Hope alone, completely incapacitated, with the First Engineer despite knowing that the First Engineer had previously made sexually harassing comments and overtures towards Hope.

62. Hope spent the next fifty days aboard the ship living in constant fear. Her fear was especially acute because she knew the First Engineer had a master key and could enter her room at any time. Hope was so distraught that she struggled to eat or sleep. Nonetheless, Hope had to continue working directly under the supervision of the First Engineer, who continually attempted to force her to work alone with him.

63. Hope also had to endure continued harassment for the remainder of her time onboard the Alliance Fairfax. For instance, one day she was standing in the passageway outside of the officer's mess when she heard the Chief Mate say, "so guys, how many people do you think Hope has slept with on this ship?" His companions—all of whom were officers—just laughed.

64. Under MARAD's SCCT requirements, which were legally binding upon Maersk, shipping companies employing cadets via the Sea Year program were required to have a sexual

assault and harassment (“SASH”) prevention training program in place on all of their vessels, including aboard the Alliance Fairfax. *See* MARAD, “Summary of Sea Year Criteria,” <https://www.maritime.dot.gov/outreach/summary-sea-year-criteria> (last updated November 8, 2018).

65. Specifically, the SCCT requirement stipulated that Maersk’s “annual SASH prevention training will ensure that crewmembers clearly understand what constitutes sexual assault and sexual harassment, its negative impact, the importance of prevention, and the severe penalties for engaging in prohibited behavior or for failing to report an incident. All crewmembers will clearly understand their responsibility as supervisors, employees, witnesses, and bystanders. Crewmembers must complete this training prior to Midshipmen [cadets] arrival on board” *Id.*

66. Despite Maersk’s legally binding commitments to the U.S. government, the senior officers of the Alliance Fairfax routinely flouted and ignored MARAD’s SCCT SASH training requirements. In fact, one day during her employment aboard the Alliance Fairfax, Hope was ordered by a superior officer to falsify official SASH training records by sitting at a computer and using crewmembers’ individual log-in credentials to complete the online sexual assault and harassment training on behalf of numerous crewmembers. Because it was an order from a superior officer, Hope had no choice but to comply. Upon information and belief, this occurred on other Maersk ships, and Defendant did nothing to curb this practice or to ensure its crewmembers were adequately trained in SASH prevention policies.

67. Additionally, at no time during Hope’s more than 100 days aboard the Alliance Fairfax did the Captain, or any other officer, discuss Maersk’s anti-SASH policies with the cadets or with any other crewmembers.

68. Hope was severely traumatized by the sexual assault and harassment she experienced on the Alliance Fairfax. That trauma continued to manifest itself even after she returned to the USMMA in October 2019. For example, she suffered from bouts of depression and panic attacks, including breaking down and uncontrollably crying on various occasions. Hope also found it difficult to focus on schoolwork and she lost interest in completing her assignments.

69. Hope also struggles to find any interest in pursuing a career as a Merchant Marine officer, despite dedicating four years of her life to the USMMA. Furthermore, to this day, she still experiences anxiety as a result of the assault. Certain social situations, including those involving alcohol, are especially triggering. She finds herself deeply anxious and fearful in such settings.

B. The Sexual Assault Hope Experienced was Foreseeable

70. Hope's attack was entirely foreseeable to Maersk. First, it is common sense that putting a nineteen-year-old girl on a ship full of older men, where many of the men have unfettered access to her stateroom via master keys, and where the men routinely get heavily intoxicated, could foreseeably lead to a teenaged girl being sexually assaulted.

71. Furthermore, in 2016, amid reports of rampant sexual assaults of Sea Year cadets aboard commercial ships, U.S. Transportation Secretary Anthony Foxx suspended the Sea Year program in a move known as the "2016 Sea Year Stand Down."

72. Maersk was well aware of this stand down and the reason for it. In a November 14, 2016 statement to the USMMA Board of Visitors, Maersk acknowledged that there were a number of anonymous reports of shipboard sexual assault and a disconnect between the results of that survey and shipboard reports. *See Statement from Maersk Line, Limited (MLL), MAERSK LINE, LIMITED* (Nov. 14, 2016), <https://www.usmma.edu/sites/usmma.dot.gov/files/docs/MLL%20for%20the%20record%20Nov>

[%2016%20%28BOV%29.pdf](#). As a result, Maersk agreed that it must “err. . . on the side of caution. Therefore. . . we support the DOT Sea Year stand down.” *Id.*

73. Furthermore, in the same statement, Maersk acknowledged that having a SASH policy in place was not sufficient to curb sexual assault on its ships or ensure that cadets reported sexual assault. In particular, Maersk noted in its statement that “policies and procedures . . . are merely words on paper that, in and of themselves, will not prevent SASH, nor will they ensure SASH is reported when it occurs.” *Id.*

74. Despite Maersk’s purported commitment to making its ships safer for Sea Year cadets after the 2016 Sea Year Stand Down, Maersk failed to institute adequate safety measures when the Sea Year program was reinstated and Maersk once again began employing USMMA cadets. As early as 2016, Maersk was fully aware that its policies aimed at preventing sexual assault and harassment were ineffective, yet in 2019 it still recruited young female cadets like Hope to work aboard its ships.

75. In October 2021, following Hope’s publication of her story under the moniker Midshipman-X, Maersk came under tremendous pressure in the media and from the U.S. government regarding Hope’s rape, as well as intense scrutiny regarding the broader problem of USMMA cadets being sexually assaulted aboard Maersk’s vessels. In approximately October 2021, Edward Hanley, Maersk’s Senior Vice President of Labor Relations, sent a policy directive to all of Maersk’s vessels, including the Alliance Fairfax, and ordered the captains of those vessels to post the policy directive for “All Hands.” *See All Hands Memorandum, MAERSK LINE, LIMITED, <https://www.maritimelegalaid.com/maersk-shape-up-policy-letter>.*

76. In Maersk’s October 2021 “All Hands” policy directive, Maersk wrote “Since Sea Year started back up in May of 2017 MLL ships have trained 732 cadets. During that time I can

count on one hand how many cadet SASH cases came across my desk. Certainly nothing remotely violent like this [Midshipman-X] case. Based on these statistics one might conclude SASH is no longer an issue. It was the same story in 2016. Anonymous SASH surveys tell a very different story. They say SASH is rampant, SASH reporting is the problem.” *Id.*

77. In Maersk’s October 2021 “All Hands” policy directive, Maersk publicly acknowledged that it knew since at least 2016, through anonymous surveys of USMMA cadets, that the sexual harassment and sexual assault of USMMA cadets onboard its ships was “rampant.” Because Maersk subsequently failed to institute adequate safety measures to protect cadet crewmembers from sexual harassment and sexual assault aboard its vessels, it was foreseeable that Hope would be sexually assaulted aboard the Alliance Fairfax.

C. Maersk Failed to Take Reasonable Measures to Protect Plaintiff

78. Maersk’s own policies acknowledge that the Company possesses a “special duty of care for cadets during Sea Year training.” *See Statement from Maersk Line, Limited (MLL), MAERSK LINE, LIMITED (Nov. 14, 2016), <https://www.usmma.edu/sites/usmma.dot.gov/files/docs/MLL%20for%20the%20record%20Nov%2016%20%28BOV%29.pdf>*. Nonetheless, Maersk breached its duty to Hope by failing to take reasonable measures to foster a safe work environment for its employees. As a result, Hope was severely and irreparably injured. Specifically, Maersk breached its duty by failing to ensure that crewmembers aboard the Alliance Fairfax followed (i) its own company policies; (ii) MARAD requirements that Maersk agreed to as a condition of participating in the USMMA Sea Year program and MARAD’s Maritime Security Program; and (iii) industry standards, guidelines, regulations and other materials constituting the standard of care and common-sense safety measures.

i. Maersk Policies

79. Pursuant to Maersk’s own policies, its “zero tolerance policy for sexual assault/sexual harassment (SASH), bullying, intimidation, and coercion is particularly important for these cadets, considering their relative youth and the fact that the shipboard experience remains a training environment.” *Id.* The Defendant’s Code of Conduct also states that Maersk does “not tolerate discrimination or harassment of any kind.” *See* Code of Conduct, A.P. MOLLER-MAERSK GROUP (Nov. 2019), at 14, https://www.maersk.com/~/_media_sc9/maersk/about/files/code-of-conduct/code-of-conduct_english_v1.pdf.

80. Yet despite these proclamations, Maersk and its employees failed to abide by the Company’s own policies, as Maersk employees/crewmembers sexually harassed and sexually assaulted Hope. Maersk employees and crewmembers aboard the vessel, including officers, were aware of the harassment and did not offer any viable help or support.

81. Maersk has also publicly acknowledged that its “anti-SASH protocols are highly dependent upon the senior officers on board’s creating and maintaining a healthy, respectful workplace through their deeds and words.” *See Statement from Maersk Line, Limited (MLL), MAERSK LINE, LIMITED (Nov. 14, 2016), https://www.usmma.edu/sites/usmma.dot.gov/files/docs/MLL%20for%20the%20record%20Nov%2016%20%28BOV%29.pdf*. Yet again, despite these words, upon information and belief, the senior officials aboard the Alliance Fairfax had not been properly informed and trained in Maersk’s anti-SASH protocols. Indeed, not only did the senior officers of the Alliance Fairfax not enforce Maersk’s formal anti-SASH policies, but they themselves were among the offenders. Hope was raped by the First Engineer—the second highest ranking officer in the engine department.

82. In addition, Maersk claims to have a zero-tolerance alcohol and drug policy aboard its ships. Maersk has acknowledged that the reason for the policy is to help ensure the safety of all persons on its ships. *See* Dianna Cahn, “Maersk Confirms Drugs Found With 2 Dead U.S. Guards”, *Virginian Pilot Online* (February 23, 2014), https://www.pilotonline.com/news/article_11701762-b857-5503-adcf-b305e02f2fc1.html. It is axiomatic that having an intoxicated crew operating a massive cargo ship is potentially dangerous. It is also self-evident that intoxication and sexual assault are often related. Indeed, in response to Hope’s publication of her story as Midshipman-X, Maersk acknowledged that “[a]lcohol abuse and SASH are often related...” *See All Hands Memorandum*, MAERSK LINE, LIMITED, <https://www.maritimelegalaid.com/maersk-shape-up-policy-letter>.

83. The Captain, senior officers, and crewmembers aboard the Alliance Fairfax drank alcohol openly aboard the vessel because they knew that there would be no real consequences for violating the zero-tolerance alcohol policy. In Maersk’s “All Hands” memorandum, Maersk wrote, “If you have knowledge of anyone having alcohol onboard, confront them, witness them dumping it out, or log and report them. If they bring it on again, log and report them. . . . If crew members see senior officers violating policies, they will see the hypocrisy and be more likely to do the same. Leadership matters.” *See Maersk All Hands Memorandum*, MAERSK LINE, LIMITED, <https://www.maritimelegalaid.com/maersk-shape-up-policy-letter>. Thus, by this policy statement to its Captains, Maersk confirms that possession or use of alcohol aboard its vessels by a crewmember might only warrant an informal admonishment from the vessel’s Captain, and that even a second alcohol offense by a crewmember would not result in the termination of the crewmember’s employment, but only a “logging.”

84. Despite Maersk's formal zero-tolerance policy towards the use of alcohol aboard its vessels, the Alliance Fairfax crewmembers routinely purchased alcohol and openly brought it aboard the ship. During the voyage, Hope witnessed crewmembers drinking on a weekly basis. In fact, on several occasions, Hope observed even the Captain drinking alcohol. As Maersk stated in the "All Hands" memorandum, "Leadership Matters" with respect to preventing alcohol use aboard its vessels. If the leadership of the Alliance Fairfax and the leadership of Maersk had enforced a true zero-tolerance policy towards alcohol aboard the Alliance Fairfax, Hope would have had greater protection from sexual assault.

ii. MARAD Requirements

85. In order for Maersk to participate in the Sea Year program and to benefit from the employment of cadets from the USMMA, MARAD required Maersk to abide by MARAD's policies. Maersk breached numerous MARAD policies as well as its formal contractual agreements with MARAD during Hope's employment aboard the Alliance Fairfax.

86. For example, MARAD has a "Summary of Sea Year Criteria," which outlines certain expectations the commercial shipping companies must adhere to in order to participate in the Sea Year program. MARAD, "Summary of Sea Year Criteria," <https://www.maritime.dot.gov/outreach/summary-sea-year-criteria> (last updated November 8, 2018). That checklist clearly notes that "Companies will actively support the USMMA Sea Year Conduct policy for Midshipmen, which prohibits romantic or sexual relationships between Midshipmen and crewmembers, and the consumption of alcohol by Midshipmen under 21 year old." *Id.* Maersk failed to enforce this policy and, as a result, its officers forced Hope to drink alcohol to the point of incapacitation. Further, rather than reporting sexual assault/harassment, the

crewmembers joked about how many men aboard the ship Hope had slept with, despite the prohibition on sexual contact.

87. In addition, pursuant to the SCCT policies, MARAD required Maersk to assign an onboard mentor to each USMMA cadet crewmember. The role of the mentor was to, among other things, “support the Midshipmen once they join the ship,” “be readily available to Midshipmen,” and to “serve as a resource for Midshipmen while aboard.” *See id.* Maersk breached its duty by failing to assign Hope a mentor on the Alliance Fairfax. As a result, Hope had no one “readily available” or “support[ing]” her.

88. MARAD also required Maersk to provide annual verification of the Company’s SASH prevention training. *Id.* To comply, Maersk had to ensure crewmembers “clearly understand their responsibility as supervisors, employees, witnesses, and bystanders” and complete the training “prior to Midshipmen arriving on board, or within 72 hours of signing-on, if a Midshipmen is already onboard the vessel.” *Id.* Upon information and belief, Maersk did not institute this practice. In fact, as noted, Hope was ordered to falsify the online SASH prevention training records for numerous crewmembers. Had Maersk sought to ensure its crewmembers understood their responsibilities, it would have known that its crewmembers were evading the required SASH training.

iii. On-Board Safety-Measures

89. Maersk also failed to implement common-sense and industry-standard safety measures aboard their ships to ensure the wellbeing and safety of all its crewmembers.

90. For example, upon information and belief, Maersk did not have a system in place aboard the Alliance Fairfax to monitor or restrict the use of master keys. During Hope’s voyage aboard the Alliance Fairfax, all crewmembers, including the First Engineer, had access to master

keys and, thus, unfettered access to her stateroom. As the only woman on an all-male ship, it was imperative that she have the ability to securely lock her stateroom door such that no one else could enter.

91. Maersk placed various security cameras aboard the Alliance Fairfax. There were multiple security cameras located in the engine room that monitored the main engine as well as other critical machinery. The live feeds from these security cameras were available on computer monitors located in various spaces on the vessel, including on the navigational bridge where it could be monitored by the mate on watch. The purpose of the cameras in the engine room and the ability to monitor those camera feeds remotely was to give crewmembers the ability to detect fires in the engine room.

92. However, despite Maersk's knowledge of widespread sexual assault and harassment of USMMA cadet crewmembers, it did not install security cameras outside of cadet staterooms – the most likely location for a sexual assault. If Maersk had installed security cameras in crew passageways aboard the Alliance Fairfax, the First Engineer may have been deterred from entering Hope's stateroom to sexually assault her because he would have known his movements were monitored, recorded, and could later be used as evidence against him.

93. Additionally, when Hope was aboard the Alliance Fairfax in 2019, she was unable to connect to the Wi-Fi for the entirety of her voyage. As a result, Hope could not call her ATRs, members of the USMMA administration, law enforcement, or Maersk company officials for assistance. The only access to a satellite telephone aboard the Alliance Fairfax was strictly controlled by the Captain of the vessel, and all requests to use the phone were required to be routed through him. Because Hope feared reprisal if she reported her assault to the ship's leadership, she was not able to use the ship's satellite phone to call for help following the assault.

94. Lastly, upon information and belief, Maersk failed to conduct comprehensive background checks on its employees, such that the First Engineer was able to be hired into a position of authority on the Alliance Fairfax.

95. As a direct and proximate result of Maersk's negligence, Hope has been irreparably harmed.

COUNT I
JONES ACT – NEGLIGENCE
46 U.S.C. § 30104

96. Plaintiff repeats and re-alleges paragraphs 1 through 95 above.

97. At all times material, Hope was employed by Defendant as a seaman, within the definition of the Jones Act, to serve as a member of the crew of the ship M/V Alliance Fairfax, a vessel registered and documented under the law of the United States of America, which was in navigable waters on the date and time of the sexual battery and rape.

98. Maersk owed Hope the duty to provide a safe place to work such that Hope could perform the job obligations in a reasonably safe manner and live aboard the vessel free from sexual violence and/or sexual harassment and to follow industry standards, guidelines and other materials constituting the standard of care.

99. Maersk breached the foregoing duties, in (among other ways) the following respects, by:

- a. Failing to use reasonable care to provide Hope with a safe place to work and live on the ship;
- b. Requiring Hope to work under hostile conditions;
- c. Failing to maintain and/or enforce reasonable rules and regulations regarding preventing, sexual harassment and/or battery;

- d. Failing to enforce defendant's own zero-tolerance drug and alcohol policy;
- e. Failing to ensure that USMMA cadets refrained from consuming or possessing alcohol;
- f. Negligently assigning Hope as the only female crewmember aboard a vessel of male crewmembers without adequate protection of Hope;
- g. Failing to provide adequate security to Hope, the only female crewmember aboard the ship;
- h. Failing to warn Hope of the unreasonably dangerous conditions which existed aboard the ship;
- i. Failing to implement standard security features aboard the vessel such as staterooms with unique keys;
- j. Failing to install security cameras in the passageways leading to crewmembers' staterooms in order to deter sexual assault and harassment;
- k. Failing to perform adequate background checks on its crew;
- l. Failing to provide adequate training, instruction, and supervision of its crewmembers;
- m. Negligently hiring, retaining and/or supervising crewmembers who exhibited harassing behavior or dangerous propensities; and
- n. Failing to follow industry standards, guidelines and other materials constituting the standard of care.

100. As a direct and proximate result of Maersk's breach of the foregoing legal duties and negligence, Hope suffered physical and emotional injury, pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, loss of past and future wages, and other harms

and losses to be proven at trial. These losses and injuries are either permanent or continuing, and Hope will suffer these losses and injuries in the future.

101. Plaintiff is entitled to compensatory damages, costs, interests, and pre-judgment interest, and award of any and all other applicable relief.

COUNT II
UNSEAWORTHINESS

102. Plaintiff re-alleges paragraphs 1 through 95 and alleges as follows:

103. At all times material hereto, Defendant owned, operated, maintained, or controlled the Alliance Fairfax, and employed and controlled the crew, and implemented work practices aboard the Alliance Fairfax.

104. At all times material hereto, Maersk owed Hope the non-delegable duty to provide Hope with a seaworthy vessel upon which to work and live free from sexual battery and/or sexual harassment.

105. Maersk breached the foregoing duties by (among other things) failing to provide Hope with a seaworthy vessel on which to work. The Alliance Fairfax was unseaworthy by reason of the following:

- a. Failing to use reasonable care to provide Hope with a safe place to work and live on the ship;
- b. Requiring Hope to work under hostile conditions;
- c. Negligently assigning Hope as one of the only female crewmember aboard a vessel of male crewmembers without adequate protection to Hope;
- d. Failing to provide adequate security to Hope, the only female crewmember aboard the ship;

- e. Failing to warn Hope of the unreasonably dangerous conditions which existed aboard the ship;
- f. Failing to maintain and enforce reasonable rules and regulations regarding preventing, sexual harassment, sexual assault and discrimination;
- g. Failing to enforce defendant's own zero-tolerance policy regarding the use or possession of drugs and alcohol;
- h. Failing to ensure that USMMA cadets refrained from consuming alcohol;
- i. Failing to implement standard security features aboard the ship such as staterooms with unique keys;
- j. Failing to install security cameras in the passageways leading to crewmembers' staterooms in order to deter sexual assault and harassment;
- k. Failing to perform adequate background checks on its crew;
- l. Failing to provide adequate training, instruction, and supervision of its crewmembers;
- m. Negligently hiring, retaining and/or supervising crewmembers who exhibited harassing behavior or dangerous propensities; and
- n. Failing to follow industry standards, guidelines and other materials constituting the standard of care.

106. The unseaworthiness of Defendant's ship and/or the unsafe workplace provided to Hope was the legal cause of the injuries sustained by Hope.

107. Plaintiff in no way contributed to the unseaworthiness of the vessel.

108. As a direct and proximate result of Maersk's breach of the foregoing legal duties and the unseaworthiness of the vessels, Hope suffered physical and emotional injury, pain and

suffering, disability, mental anguish, loss of capacity for the enjoyment of life, loss of earnings, loss of past and future wages, and other harms and losses to be proven at trial. These losses and injuries are either permanent or continuing and Hope will suffer these losses and injuries in the future.

109. Plaintiff is entitled to compensatory damages, costs, interests, and pre-judgment interest, and award of any and all other applicable relief.

COUNT III
VIOLATION OF NEW YORK STATE HUMAN RIGHTS LAW —
SEXUAL HARASSMENT/HOSTILE WORK ENVIRONMENT
N.Y. Exec. L. § 296

104. Plaintiff re-alleges paragraphs 1 through 95 and alleges as follows:

105. From June 25, 2019 through October 2019, Maersk employed Plaintiff as an Engine Cadet aboard the Alliance Fairfax. Throughout Plaintiff's time aboard the Alliance Fairfax, Maersk served as Hope's employer.

106. Defendant subjected Hope to discrimination by subjecting her to inferior terms, conditions, and privileges of her employment on account of her sex, in violation of the New York State Human Rights Law ("NYSHRL").

107. Plaintiff was subjected to unwelcome sexual harassment based on her sex. She was subjected to unwelcome sexual conduct, including rape. She rejected the unwelcome sexual conduct.

108. A reasonable person would consider that she was being treated less well than male employees under all of the circumstances. Plaintiff actually considered that she was being treated less well than male employees because she is female.

109. A reasonable person would have considered the conduct to be significant and not be trivial inconveniences or petty slights. Plaintiff actually considered the conduct to be significant and not trivial or petty.

110. Defendant created, enabled, fostered, maintained and/or otherwise failed to prevent or to remedy a hostile work environment that included, among other things, sexual assault of Plaintiff.

111. Plaintiff was sexually harassed and sexually assaulted by the First Engineer—her direct supervisor—during her employment on the Alliance Fairfax.

112. Defendant, including its officers and crewmembers aboard the Alliance Fairfax, knew of the First Engineer's conduct and accepted it and/or failed to take immediate and appropriate corrective action.

113. In the exercise of reasonable care, Defendant should have known of the First Engineer's conduct and failed to exercise reasonable diligence to prevent such conduct.

114. Defendant lacked an adequate, meaningful, and responsive procedure for investigating discriminatory and harassing practices by its crewmembers and for taking appropriate action against those persons who engaged in such practices.

115. Defendant failed to effectively enforce its sexual assault and sexual harassment prevention policies against such practices by crewmembers.

116. As a result of Defendant's unlawful conduct, Plaintiff has suffered and will suffer harm, including but not limited to emotional distress, reputational harm, lost future employment opportunities, financial losses, and other economic damages and non-economic damages.

117. As a direct and proximate result of Defendant's unlawful conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm, for which she is entitled to an award of monetary damages and other relief.

118. As a direct and proximate result of Defendant's unlawful conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, for which she is entitled to an award of monetary damages and other relief.

119. Defendant's conduct has amounted to willful and wanton negligence, recklessness, and/or a conscious disregard of the rights of others or conduct so reckless as to amount to such disregard, entitling her to punitive damages.

120. Plaintiff is entitled to all remedies available for violations of the New York State Human Rights Law, including back pay, front pay, compensatory damages, punitive damages, attorneys' fees, costs, and other appropriate relief.

PRAYER FOR RELIEF ON CLAIMS

WHEREFORE, Plaintiff prays that this Court:

A. Award Plaintiff all of her damages under the Jones Act, General Maritime Law, and New York State Human Rights Law, including back pay, front pay, compensatory damages, and punitive damages;

B. Award Plaintiff all attorneys' fees, costs, and expenses available under law;

C. Award Plaintiff all pre-judgment interest and post-judgment interest available under law; and

D. Award Plaintiff such additional and further relief as this Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff requests a jury trial on all issues so triable as a matter of right.

Dated: June 14, 2022

Respectfully submitted,

/s/ Carolin Guentert
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** pro hac vice to follow*

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