



A NOTICE FROM THE FEDERAL COURT OF AUSTRALIA

THIS IS AN IMPORTANT NOTICE – IT IS NOT A SCAM

Karpik v Carnival plc and another

Federal Court of Australia proceeding NSD 806 of 2020

1 Why are you receiving this notice?

- 1.1 You have received this notice because you are one of the Group Members in the **Ruby Princess Class Action** brought against Carnival plc and Princess Cruise Lines Limited (**Cruise Companies**).
- 1.2 This is an important notice. Please read it carefully. It explains the options you have for your claim and requires you to choose one of them. It also explains the consequences of your choice.
- 1.3 The Court has delivered judgment regarding the claims of Mrs Karpik (who was the 'Lead Applicant') and certain common issues which apply to the claims of all Group Members in the Ruby Princess Class Action.
- 1.4 The Court has now established a process for determining the individual claims of Group Members (that is, determine whether each Group Member has a right to damages and, if so, how much). That process is called the **Claims Assessment Process**.
- 1.5 In summary, you have two options:
 - a) **REGISTER BY 13 March 2026** to participate in the Claims Assessment Process, in which case you will remain part of the Ruby Princess Class Action, and your claim will be determined through the Claims Assessment Process to be conducted by an independent referee or referees who will be appointed by the Court; or
 - b) **NOT REGISTER** (by doing nothing), in which case you will be removed from the Ruby Princess Class Action, and you may pursue your claim by yourself, if you wish to.
- 1.6 If you register to participate in the Claims Assessment Process:
 - a) Unless you choose to represent yourself, you need to appoint lawyers to look after your claim (if you have not already done so).

If you would like to appoint them, **Shine Lawyers**, who represent Mrs Karpik, may be prepared to represent you in the Claims Assessment Process on terms substantially similar to those summarised in **Attachment 1**. Those terms involve an initial assessment of whether your claim is viable based on Shine's view (and counsel and Balance's view, if necessary) of various factors including your prospects of success, likely compensation and costs. This

assessment will determine whether your claim is funded on terms which will mean you are never “out of pocket”.

- b) If you win, and you have incurred legal costs, you may be able to recover your legal costs (or part of them) from the **Cruise Companies**. However, if you have retained Shine Lawyers and entered into the agreements referenced in **Attachment 1**, you may have to pay out of any money you receive:
 - (A) a share of some of the costs which Mrs Karpik has incurred in the Ruby Princess Class Action to date as well as the costs incurred in participating in the Claims Assessment Process (where not recovered from the Cruise Companies); and
 - (B) a commission to Balance Legal Capital I UK Ltd (**Balance**), the company that has paid for some of the class action so far (i.e. the ‘litigation funder’).

Please note: if you retain Shine Lawyers and your claim is assessed as viable, any amounts payable will be deducted from any monetary amount that is awarded to you on resolution of your claim so you won’t be “out of pocket”.

- c) You will need to provide certain information about your claim when you register (see **Attachment 2**). Shine Lawyers and the Court may use that information to make decisions about how the Claims Assessment Process will be conducted. If you are unsure, you should consider seeking legal advice from Shine Lawyers or your own lawyer before completing and returning that form.
- 1.7 If you choose not to register, you may pursue your claim separately, outside of the class action.
 - 1.8 Whether or not you register, you will be bound by findings which the Court has already made about particular questions which are common to the claims of all Group Members. Those findings are explained in **Attachment 3**.
 - 1.9 You have until **13 March 2026** to register to participate in the Claims Assessment Process. If you wish to register, you need to follow the steps described in paragraphs 8.1 to 8.2 below.
 - 1.10 If you have any questions about this Notice, you should contact Shine Lawyers on rubyprincess@shine.com.au or 1800 325 172 or ask your lawyer to answer them. Please do not contact the Court for advice.

2 The Ruby Princess Class Action

- 2.1 The Ruby Princess Class Action is brought against the **Cruise Companies**. The Cruise Companies provided the cruise services onboard the Ruby Princess which departed from Sydney on 8 March 2020 (**Voyage**).
- 2.2 The Ruby Princess Class Action began in July 2020, when one of the passengers, Mrs Karpik, lodged a claim in the Federal Court of Australia.
- 2.3 Mrs Karpik claimed damages for herself, and also for:
 - a) other passengers of the Ruby Princess;
 - b) executors of passengers who passed away; and
 - c) close family relatives of passengers who passed away or were seriously injured.

The persons on whose behalf Mrs Karpik made claims as described above, are called **Group Members**.

- 2.4 Mrs Karpik is represented by Shine Lawyers. A company called Balance Legal Capital (**Balance**) is covering Mrs Karpik's up-front costs of running the Ruby Princess Class Action (known as a 'litigation funder').

3 Mrs Karpik's claim

- 3.1 Mrs Karpik claimed that the Cruise Companies had broken the *Australian Consumer Law* (by not complying with consumer guarantees and by engaging in misleading conduct) and had also acted negligently. Mrs Karpik claimed that she had suffered damages as a result. She claimed two types of damages:

- a) personal injury damages; and
- b) distress and disappointment damages.

- 3.2 Personal injury damages (that is, money) may be awarded where someone suffers personal injuries and fall into these categories:

- a) damages for *economic* loss (these include medical expenses and lost earnings); and
- b) damages for *non-economic* loss (these include damages for pain and suffering), which are only awarded if the severity of the loss is at least 15% of a "*most extreme case*".

- 3.3 In the context of the Ruby Princess Class Action, distress and disappointment damages might be awarded if the Cruise Companies failed to deliver cruise services which passengers on the Voyage were entitled to receive. They would compensate passengers for distress and disappointment they experienced because the services to be provided were not provided or else the purpose of the services failed.

4 The result of Mrs Karpik's claim

- 4.1 In most class actions, the Court hears the Lead Applicant's personal claim first and also answers a series of questions that are relevant to the claims of all (or most) Group Members (**Common Questions**). That is what happened in this case.
- 4.2 In respect of Mrs Karpik's legal claims, the Court found that:
- a) the Cruise Companies had broken the *Australian Consumer Law* (by not complying with guarantees and by engaging in misleading conduct) and had acted negligently; and
 - b) Mrs Karpik had suffered a personal injury as a result, because she contracted COVID-19 and then suffered an "adjustment disorder" (being a psychological disorder).
 - c) In respect of Mrs Karpik's claim for damages, based on her specific circumstances, the Court awarded her:
 - (A) **\$4,423.48** for out-of-pocket expenses (i.e. her medical expenses for her personal injuries);
 - (B) **no** damages for non-economic loss (having concluded that the severity of her own personal injury was less than 15% of the most extreme case); and
 - (C) **no** distress and disappointment damages (having concluded that, for Mrs Karpik, the cruise went ahead substantially as planned, that her generalised

fears or concerns about being infected with COVID or the growing epidemic were not to be compensated, and that Mrs Karpik's distress arising from her compulsory 14-day self-isolation and witnessing her husband's illness were not to be compensated).

- 4.3 You may recall that the Cruise Companies refunded the passengers their fares. In calculating distress and disappointment damages, the Court took into consideration that refund. The Court found that the amount refunded to Mrs Karpik (approximately \$4,400) was higher than any distress and disappointment damages that she would have been entitled to, with the result that she was not entitled to any distress and disappointment damages,
- 4.4 **However, it is important to note that each person's entitlements will be based on their individual circumstances and so your individual claim might differ in outcome from that of Mrs Karpik.**
- 4.5 As noted above, the Court has also made findings on the Common Questions which are summarised in **Attachment 3** to this Notice. As a Group Member, you are bound by those findings.

5 What happens now?

- 5.1 Now that the Court has ruled on Mrs Karpik's claim and the Common Issues, the Group Members may progress their individual claims against the Cruise Companies, if they wish to. This will occur through a Claims Assessment Process to be conducted by a referee or referees appointed by the Court.
- 5.2 The Court requires Group Members who wish to participate in the Claims Assessment Process to register and provide some details about their claim, so it can make decisions about how that Claims Assessment Process will progress. That may include the Court ordering that:
- a) further common issues be determined by the Court before the referee/s commence assessing claims; and/or
 - b) the parties engage in a mediation in attempt to settle some or all claims of registered Group Members before the reference commences, or during the reference.

What is involved in the Claims Assessment Process?

- 5.3 During the Claims Assessment Process, the individual claims of people who have registered to participate will be adjudicated by one or more independent referees (for example, senior lawyers or retired judges). The referee(s) will conduct an inquiry into the claims of Group Members and produce reports to the Court of their findings.
- 5.4 If you register and pursue a claim against the Cruise Companies in the Claims Assessment Process, you will need to provide evidence to support your claim, so that the referee(s) can determine the loss you have suffered and money you are entitled to, if any. The Cruise Companies will have the opportunity to defend your claim.
- 5.5 The reports prepared by the referee(s) must be 'approved' by the Court before any damages can be paid to any successful Group Members. That means Group Members and the Cruise Companies will have an opportunity to object to reports if they are unhappy with them. A Court may choose to approve, change, or reject reports (either in whole or in part).

6 What are your options?

- 6.1 You have two options:

- a) **REGISTER BY 13 March 2026** to participate in the Claims Assessment Process, in which case you will remain part of the Ruby Princess Class Action, and your claim will be determined through the Claims Assessment Process to be conducted by an independent referee or referees who will be appointed by the Court; and
 - b) **NOT REGISTER** (by doing nothing), in which case you will be removed from the Ruby Princess Class Action, and you may pursue your claim by yourself, at your own cost, if you wish to.
- 6.2 To register, you will need to provide certain information about your claim (see **Attachment 2**). The Court may use that information to determine how the Claims Assessment Process should be conducted. If you are unsure, you should seek legal advice from Shine Lawyers or your own lawyer before completing and returning that form.

7 Legal representation and legal costs if you register

- 7.1 If you register to participate in the Claims Assessment Process and wish to pursue your individual claim through that process, you should consider whether you want to appoint Shine Lawyers, another law firm (if you have not already) or whether you want to represent yourself.
- 7.2 Shine Lawyers, who represent Mrs Karpik, may be prepared to represent you, on terms substantially similar to those summarised in **Attachment 1**. Shine Lawyers' terms involve an initial assessment by Shine Lawyers and possibly counsel and Balance as to whether your claim is viable. If assessed as viable, the terms are such that you won't be "out of pocket" in terms of legal costs because any fees or costs that you might incur are only paid from any money you receive through the Claims Assessment Process on the resolution of your claims. Other lawyers may have different terms.

What costs are involved?

- 7.3 **If you are legally represented by Shine Lawyers**, there will be costs associated with preparing your individual claim for the Claims Assessment Process that will be payable if you receive an award of money and will be deducted from that sum. If your claim is assessed as viable, you will not have to pay your legal costs, the Cruise Companies' legal costs or Balance's commission from your own pocket.
- 7.4 **If you are not represented by Shine Lawyers** and you retain your own lawyer, whether you need to pay those costs associated with preparing your individual claim 'up-front' will depend on the arrangement you have with your lawyer.
- 7.5 If you are represented by Shine Lawyers, your claim has been assessed as viable and you **win** (that is, it is determined that you have suffered loss or damage which results in a monetary award in your favour):
 - a) you *may* be able to recover your legal costs (or part of them) from the Cruise Companies (which Balance would seek to have repaid to it);
 - b) Balance and Shine may seek to be paid your individual share of the costs of the Ruby Princess Class Action to date which are not paid by the Cruise Companies (those costs will also be shared by all Group Members who win), since those costs obtained the answers to the Common Questions which would have helped your claim succeed. Your share of these costs will depend on how many Group Members register and what success they achieve; and

- c) Balance will seek to be paid a commission out of any money you receive for funding the case to the point where you benefitted from the Common Questions and/or funding your claim as part of the Claims Assessment Process. The commission will be disclosed in the agreements you enter into as part of retaining Shine Lawyers.

7.6 **If you are represented by Shine Lawyers, your claim is assessed as viable and you lose,** you will not have to pay the Cruise Companies' legal costs of defending your claim as Balance will pay those costs on your behalf.

7.7 **If you are not represented by Shine Lawyers and you lose,** you *may* be required to pay the Cruise Companies' legal costs for defending your claim, as well as your own, depending on the arrangement you have with your lawyer.

8 How do you register your claim?

8.1 You can register by:

- a) filling out the registration form at **Attachment 2** to this notice and returning it:

(A) by post to:

PO Box 12011
GEORGE Street
Brisbane 4003;

(B) by email to rubyprincess@shine.com.au; or

- b) filling out a registration form online at:

<https://rubyprincessclassaction.shine.com.au/Registration>; or

- c) calling Shine Lawyers on 1800 325 172 and instructing Shine Lawyers to fill out a registration form on your behalf.

8.2 Registration is free and you can register even if you are unsure about the extent of the damages you may be entitled to or how you would like to be represented. If you would like to remain a Group Member, you **must** register regardless of whether you have previously expressed an interest in the Ruby Princess Class Action (by completing the registration form on Shine Lawyers' website or otherwise).

9 What happens if you do not register your claim?

9.1 If you do not register, then you will still be free to make your claim yourself, but you will be bound by the rulings on the Common Questions summarised in **Attachment 3**.

9.2 In addition, the parties intend to apply for a Court order that people who do not register by 13 March 2026 be excluded from the Ruby Princess Class Action going forward from that date. This means that the limitation period on your claim (which has been paused while the Ruby Princess Class Action has been on running) will recommence and you will only have a certain period in which to bring your claim.

9.3 You should think carefully about this in deciding whether not to register and obtain legal advice if you think that is necessary.

10 Where can you find more information?

10.1 If you wish to obtain copies of relevant documents about the Ruby Princess Class Action, including copies of the Federal Court's and Full Court's judgments, you can:

- a) visit: <https://www.shine.com.au/service/class-actions/ruby-princess-coronavirus-claim> ;
- b) contact Shine Lawyers on rbyprincess@shine.com.au or 1800 325 172; or
- c) visit the website of the Federal Court: <https://www.fedcourt.gov.au/law-and-practice/class-actions/class-actions>.

10.2 The Federal Court encourages you to review the relevant information and make your decision ahead of the deadline.

ATTACHMENT 1 – REPRESENTATION BY SHINE LAWYERS

- 1 If you would like to be represented by Shine Lawyers (**Shine Represented Claimant**) you need to enter into a costs agreement with Shine Lawyers for the Claims Assessment Process and a funding agreement with Balance.
- 2 If you become a Shine Represented Claimant, then you will receive advice about your claim. As long as your claim is assessed as viable by Shine Lawyers and Balance and you wish to proceed with it, Balance will cover you against any adverse costs, pay some of the costs for advancing your individual claim through the process the Court has set up, and the rest of those costs will be carried by Shine Lawyers. If that occurs, you will not have to pay any money yourself. You will not have to pay any money for Shine Lawyers to give advice about your claim, and for a viability assessment to be made.
- 3 If you become a Shine Represented Claimant, your claim is assessed as viable and you are successful in being awarded damages (that is, money), then, subject to any necessary order or ruling of the Court:
 - a) Balance and Shine will seek to be repaid the costs they have incurred for advancing your individual case through the Claims Assessment Process the Court has set up.
 - b) Balance or Shine will seek to be paid your individual share of the costs of the Ruby Princess Class Action to date which have not been paid by the Cruise Companies (though these costs will also be shared by all registered Group Members who recover money from the Cruise Companies, including those who are not Shine Represented Claimants).
 - c) Balance will seek to be paid by a commission for funding the case but this will never exceed the amount of money you are awarded, and so you will never be “out of pocket”.

It is important to note that these sums will only be payable if you receive an award of money and will be deducted from that sum. You will not have to pay these costs from your own pocket.
- 4 More information about these costs and commission can be obtained from Shine Lawyers.
- 5 If you become a Shine Represented Claimant, your claim is assessed as viable and your claim is advanced through the Claims Assessment Process the Court has ordered, but you are unsuccessful in being awarded damages, then Balance will cover any costs exposure you may have to the Cruise Companies for advancing your individual case through the Claims Assessment Process the Court has set up. You will not be “out of pocket” or have to pay any money yourself.
- 6 If you are considering becoming a Shine Represented Claimant, you should read carefully the funding and costs agreements that will be made available to you if you register. If you then do not understand everything, you should speak with Shine Lawyers and/or get independent legal advice from your own lawyer. Shine Lawyers cannot tell you how much your claim might be worth, and what the costs to you of bringing it forward are unless you register and become a Shine Represented Claimant.

ATTACHMENT 2 – CLASS MEMBER REGISTRATION FORM

If you are unsure, you should consider seeking legal advice from Shine Lawyers or another lawyer before completing this form. Your answers to the questions below will be provided to the Cruise Companies. Your answers could have legal consequences.

1.	Your full name	
2.	Your phone number	
3.	Your email address	
4.	Your street address	
5.	Your connection to the Ruby Princess Cruise <i>[If more than one option applies to you, please complete a separate registration form for each option]</i>	<input type="checkbox"/> Passenger <input type="checkbox"/> Executor of estate of passenger who died or became severely ill from COVID-19 on the Voyage <input type="checkbox"/> Close family member of a passenger who died or became severely ill from COVID-19 on the Voyage
6.	Do you wish for your claim to be assessed in the Court-ordered Claims Assessment Process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	If you answered yes to question 6, what claim(s) do you intend to make against the Cruise Companies?	<input type="checkbox"/> Personal injury (including recognised psychiatric injury) of passenger <input type="checkbox"/> Distress or disappointment as a passenger <input type="checkbox"/> Psychiatric injury of close family member as a result of a passenger's death or illness
8.	If possible, please provide brief details of your claim including: <ul style="list-style-type: none"> • The nature of any personal injury or psychiatric injury suffered • Any out-of-pocket costs incurred • Why you were distressed or disappointed, if you make such a claim <i>[A failure to provide the information sought in questions 7 and 8 will not invalidate your registration, but you may be asked to provide further information at a later time. Group Members are encouraged to provide whatever information they can to enable the Court and parties to make decisions about how best to conduct the reference.]</i>	

ATTACHMENT 3 – RULINGS ON COMMON QUESTIONS

- 1 The Court made rulings on the issues which are common to the claims of Group Members. These rulings, which were made in the form of answers to the Common Questions, are summarised as follows:
 - a) certain provisions of New South Wales legislation concerning damages for personal injury and mental harm are picked up and applied as federal law, meaning that they are capable of applying to the claims of Group Members under the *Australian Consumer Law*;
 - b) the passengers had made known to the Cruise Companies that their particular purpose in acquiring the cruising services, and that their desired result in acquiring those services, was to enjoy a safe, relaxing, and pleasurable cruise holiday substantially in accordance with the advertised and booked itinerary;
 - c) the Voyage was not:
 - (A) reasonably fit within the meaning of the ACL for the purpose identified in paragraph [1(b)] above;
 - (B) of such a nature, quality, state, or condition within the meaning of the ACL that it might reasonably be expected to achieve the result identified in paragraph [1(b)] above;
 - d) the Cruise Companies owed passengers a duty to exercise reasonable care under the laws of New South Wales;
 - e) a reasonable person in the position of the Cruise Companies would have taken the precaution of cancelling the Voyage prior to its scheduled departure;
 - f) the Cruise Companies represented to passengers that:
 - (A) it was reasonably safe for the passengers to embark on the Voyage;
 - (B) the Cruise Companies would take reasonable care for the safety of passengers during the Voyage; and
 - (C) the Cruise Companies would supply the promised cruising services as set out in their advertising brochures and passenger contracts and in doing so would do all things reasonably within their ability to enable the passengers to have a safe, relaxing, and pleasurable cruise; and
 - g) the representations identified were misleading or deceptive, or likely to mislead or deceive, within the meaning of the ACL.
- 2 The judgment on the Common Questions is available here: <https://www.shine.com.au/service/class-actions/ruby-princess-coronavirus-claim#case-documents>