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COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT DEPT.
CIVIL ACTION NO. 19 1647

_____)
BREANNE AYALA,)
Plaintiff)
v.)
VIATOR, INC.;)
and TRIPADVISOR, LLC.)
Defendant)
_____)

COMPLAINT AND JURY DEMAND

THE PARTIES

1. The Plaintiff, Breanne Ayala (hereinafter "Ms. Ayala"), is a citizen of New Jersey, residing at 710 Gravelly Hollow Road, Medford, New Jersey.
2. Defendant, Viator, Inc. (hereinafter "Viator"), is on information and belief a foreign corporation with a principal place of business located at 400 1st Avenue, Needham, Norfolk County, Massachusetts.
3. Defendant, Tripadvisor, LLC (hereinafter "Tripadvisor"), is on information and belief a foreign limited liability company with a principal place of business located at 400 1st Avenue, Needham, Norfolk County, Massachusetts.

FACTS

4. On information and belief on the evening January 3, 2018, Ms. Ayala and her family took part in a sunset camel tour as part of their vacation to Marrakesh, Morocco.
5. The tour had been book by Ms. Ayala and her family through defendant, Viator, which is owned by defendant, Tripadvisor.
6. Ms. Ayala and her family were to be picked up and taken to a separate location where they would be given a safety briefing, mount their camels, and then embark with handlers/tour guides on their tour.
7. Defendant, Viator contracted for and/or had a duty to provide Ms. Ayala with a safety briefing prior to embarking on the camel tour as describes on their website.

8. When Ms. Ayala and her family arrived at the location where they would start their tour, they were given riding apparel and started being put on their camels; no safety briefing was ever given.
9. On information and belief, all the camels, except for Ms. Ayala's, knelt down to allow for the riders to mount easier.
10. Ms. Ayala's camel would not kneel and she was told that she would be lifted onto the saddle while the camel was still standing.
11. When Ms. Ayala and her family asked about why the camel would not kneel they were told by the handlers that the company acquired the camel when it was older and was too old to be trained.
12. Each camel was then tied to the rear of the camel in front of them and the riders proceeded in this form of caravan for the remainder of the tour.
13. When the tour reached what was supposed to be the final destination before being picked up by a van, Ms. Ayala's camel again would not kneel and so she had to dismount while the camel was still standing.
14. After approximately 45 minutes the handlers informed the group that the van was not showing up and they would need to ride their camels back to the original location where they started their tour.
15. Defendant, Viator contracted for and/or had a duty to provide Ms. Ayala with a ride back to her hotel after their camel ride as described on their website.
16. Once again Ms. Ayala needed to be assisted with getting onto her camel because it would not kneel like the others.
17. During the ride back Ms. Ayala was told by one of the handlers that her camel was pregnant and would be giving birth in about a month.
18. When Ms. Ayala and her family asked why the company was using a pregnant camel for their tours the handlers just laughed.
19. On information and belief, during the ride back Ms. Ayala's camel broke off the rope tying them to the caravan and began to run away from the group.
20. At some point this caused the saddle Ms. Ayala was riding in turned on its side leading to Ms. Ayala hanging from the rebar she was holding while the camel was still running.
21. On information and belief, after a few more steps Ms. Ayala fell to the group and began to scream in pain as her right arm was twisted away from her body.

22. Ms. Ayala's family insisted that an ambulance be called immediately, and was told that one was on the way.
23. On information and belief after approximately one hour the owner of the company that owned the camels arrived and said he wanted to see what was going on.
24. At that point Ms. Ayala's family was told by the owner that an ambulance had not been called because tour operators needed to arrive on the scene first.
25. Once the ambulance did arrive Ms. Ayala was taken to a local hospital where it was diagnosed that she had a fracture of her upper right arm which was causing the nerve to be pinched between her bones.
26. Ms. Ayala was operated on immediately and spent two nights in the hospital.
27. Upon arriving back in Madrid, Spain, Ms. Ayala was re-examined and told she would need extensive follow-up appointments and physical therapy to restore movement in her arm, and further surgeries to remove the implanted hardware.
28. She was also told that due to the low quality of stiches used in the original surgery, she would be left with a permanent scar.

COUNT I
BREANNE AYALA V. VIATOR, INC.
NEGLIGENCE

29. Plaintiff realleges and incorporates paragraphs 1-28 hereto.
30. Defendant, Viator owed Ms. Ayala a duty to ensure that the company running the camel tour was operating in a safe manner as not to create unsafe and/or hazardous situations for customers like Ms. Ayala.
31. Defendant, Viator breached that duty because they knew, or should have known, that the company running the camel tours were using camels which they knew to be untrained and in unsafe physical conditions.
32. Defendant Viator's negligent breach of duty directly and proximately caused Ms. Ayala to suffer serious injuries, to wit: (1) a broken arm; (2) pain and suffering; (3) several days of hospitalizations and great medical expenses.
33. All of the injuries and damages sustained by Ms. Ayala were a direct and proximate result of the negligent actions and breaches of duty by defendant Viator, and by their employees/servants/agents, without any act or omission on the part of Ms. Ayala.

COUNT II

BREANNE AYALA V. TRIPADVISOR, LLC
NEGLIGENCE

34. Plaintiff realleges and incorporates paragraphs 1-33 hereto.
35. Defendant, Tripadvisor owed Ms. Ayala a duty to ensure that the company running the camel tour was operating in a safe manner as not to create unsafe and/or hazardous situations for customers like Ms. Ayala.
36. Defendant, Tripadvisor breached that duty because they knew, or should have known, that the company running the camel tours were using camels which they knew to be untrained and in unsafe physical conditions.
37. Defendant, Tripadvisor also owed Ms. Ayala a duty to ensure that defendant, Viator, was properly overseeing the tours which they sold to their customers in order to their customers from being exposed to dangerous situations.
38. Defendant, Tripadvisor breached that duty by allow defendant, Viator, to market and sell a tour they knew, or should have known, was putting their customers at an unreasonable risk for injury.
39. Defendant, Tripadvisor's negligent breach of these duties directly and proximately caused Ms. Ayala to suffer serious injuries, to wit: (1) a broken arm; (2) pain and suffering; (3) several days of hospitalizations and great medical expenses.
40. All of the injuries and damages sustained by Ms. Ayala were a direct and proximate result of the negligent actions and breaches of duty by defendant, Tripadvisor, and by their employees/servants/agents, without any act or omission on the part of Ms. Ayala.

COUNT III
BREANNE AYALA V. VIATOR, INC.
BREACH OF CONTRACT

41. Plaintiff realleges and incorporates paragraphs 1-40 hereto.
42. On or about January 3, 2018, defendant, Viator breached its contract with Ms. Ayala when the "safety briefing" described on their website as part of the experience was not given at any point.
43. On or about January 3, 2018, defendant, Viator breached its contract with Ms. Ayala when the "drive back to [her] hotel" following the camel ride described on their website as part of the experience was not provided and instead Ms. Ayala was forced to travel back on an untrained camel which lead to her suffering serious injuries.

44. The experience sold by defendant, Viator exposed Ms. Ayala to unreasonable risk of injury by selling her a tour experience they knew or should have known was being carried out in an unsafe manner.
45. On or about January 3, 2018, Ms. Ayala sustained injuries as a result of defendant, Viator's breach of contract.

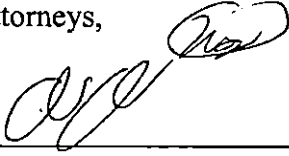
COUNT IV
BREANNE AYALA V. TRIPADVISOR, LLC
BREACH OF CONTRACT

46. Plaintiff realleges and incorporates paragraphs 1-45 hereto.
47. On or about January 3, 2018, defendant, Tripadvisor breached its contract with Ms. Ayala when the "safety briefing" described on defendant, Viator's website as part of the experience was not given at any point.
48. On or about January 3, 2018, defendant, Tripadvisor breached its contract with Ms. Ayala when the "drive back to [her] hotel" following the camel ride described on defendant, Viator's website as part of the experience was not provided and instead Ms. Ayala was forced to travel back on an untrained camel which lead to her suffering serious injuries.
49. The experience sold by defendant, Viator which is a company owned and/or controlled by defendant, Tripadvisor, exposed Ms. Ayala to unreasonable risk of injury by selling her a tour experience they knew or should have known was being carried out in an unsafe manner.
50. On or about January 3, 2018, Ms. Ayala sustained injuries as a result of defendant, Tripadvisor's breach of contract.

WHEREFORE, the Plaintiff, Breanne Ayala, demands judgment against the Defendants, Viator, Inc. and Tripadvisor, LLC, jointly and severally in an amount that is fair, together with interest and costs and such other relief as the Court deems appropriate.

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL CLAIMS SO TRIABLE.

The Plaintiff,
Breanne Ayala,
By her attorneys,



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