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13 ***Attorneys for Plaintiff***

14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA  
16 WESTERN DIVISION

17 KATHLEEN O’NEILL, on behalf of  
18 herself and all others similarly situated,  
19  
20 Plaintiff,

21 v.

22 CARNIVAL CORPORATION & PLC;  
23 PRINCESS CRUISE LINES LTD

24 Defendants.

No. 2:20-cv-06218

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMAND**

**I. INTRODUCTION**

1. When the Coral Princess cruise ship departed from Valparaiso, Chile on  
March 5, 2020, the novel coronavirus was spreading rapidly across the globe. Given the  
close, mobile quarters occupied by cruise travelers from many different locations, the  
cruise industry was especially affected by the rapid spread of the virus. Particularly aware

1 of these dangers was the Carnival Cruise line family of companies—the world’s largest  
2 cruise line—which includes Princess Cruises, Holland America Line, Costa Cruises, and  
3  
4 more.

5 2. Indeed, on the very same day that the Coral Princess departed port, another  
6 Princess cruise ship, the Grand Princess, announced a ship-wide quarantine. But Carnival  
7 and its family of companies was well aware of the danger posed by the novel coronavirus  
8 even before the Grand Princess quarantine, as there had already been a massive outbreak  
9 aboard their Diamond Princess cruise ship the month prior.  
10  
11

12 3. Notwithstanding its knowledge of the dangers presented by cruising in the  
13 midst of a pandemic, Carnival and its family of cruise lines continued to sail, putting tens  
14 of thousands of passengers and employees in danger, to say nothing of the general public.  
15 As the Wall Street Journal reported, “[e]arly in March, the world’s cruise-ship operators  
16 had ample evidence to believe their fleet of luxury liners were incubators for the new  
17 coronavirus. Yet they continued to fill cruise ships with passengers, endangering those  
18 aboard and helping spread COVID-19 to the U.S. and around the globe[.]”<sup>1</sup>  
19  
20

21 4. Therefore, Plaintiff Kathleen O’Neill, a passenger aboard the Coral Princess,  
22 brings this action on behalf of herself and others similarly situated, against Princess  
23 Cruise Lines Ltd. (“Princess”) and its parent companies Carnival Corporation & Carnival  
24 plc (collectively “Carnival”).  
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28 <sup>1</sup> Jacquie McNish et al., *Cruise Ships Set Sail Knowing the Deadly Risk to Passengers and Crew*, Wall St. J. (May 1, 2020), <https://www.wsj.com/articles/cruise-ships-set-sail-knowing-the-deadly-risk-to-passengers-and-crew-11588346502>.

**II. JURISDICTION AND VENUE**

1  
2 5. This Court has jurisdiction pursuant to 28 U.S.C. § 1333(1). This action  
3  
4 arises from a maritime tort. Pursuant to 28 U.S.C. § 1333(1), the district courts shall have  
5 original jurisdiction over any civil action of maritime or admiralty jurisdiction.

6 6. This Court has jurisdiction over this action pursuant to 28 U.S.C. §  
7  
8 1332(d)(2)(A) and (C), the Class Action Fairness Act of 2005 (“CAFA”). Plaintiff  
9 O’Neill’s claims exceed \$5,000,000; she is a citizen of North Carolina; and a citizen of a  
10 different state from at least one Defendant.

11  
12 7. Further, without conceding the enforceability of the “Passage Contract,”  
13 Princess is a party to that contract. Pursuant to Paragraph 15(B)(i), the Passage Contract  
14 purports to name the Central District of California in Los Angeles as the forum and  
15 jurisdiction for legal actions such as this and Defendants have thereby consented to  
16 personal jurisdiction in this District.  
17

18 8. This Court has personal jurisdiction over each of the Defendants. The  
19 headquarters of Princess are located within this District, in Santa Clarita, California.  
20 Princess conducts substantial business within the Central District of California. Carnival  
21 is authorized to do business in California and conducts substantial business within the  
22 Central District of California, including but not limited to through its wholly-owned  
23 subsidiary Princess. Upon information and belief, Princess and Carnival market cruises  
24 and other vacation-related services to California residents. Many of the activities giving  
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1 rise to this Complaint took place in California and the claims arise from Defendants’  
2 contacts with California.

### 3 4 III. THE PARTIES

5 9. Plaintiff Kathleen O’Neill is *sui juris*, and is a resident of Oak Island, North  
6 Carolina in Brunswick County and was a passenger aboard the Coral Princess cruise ship  
7 departing Valparaíso, Chile on March 5, 2020.

8  
9 10. Defendant Carnival Corporation was incorporated in 1972 in Panama and  
10 has its headquarters in Miami, Florida.

11  
12 11. Defendant Carnival plc was incorporated in 2000 in Wales, United  
13 Kingdom. It also has its headquarters in Miami, Florida.

14  
15 12. Defendants Carnival Corporation and Carnival plc operate as a single  
16 economic entity. As Carnival Corporation & Carnival plc state on the “Investor  
17 Relations” portion of their collectively-maintained website, “Carnival Corporation and  
18 Carnival plc operate a dual listed company, whereby the businesses of Carnival  
19 Corporation and Carnival plc are combined and they function as a single economic entity  
20 through contractual agreements between separate legal entities.”<sup>2</sup> Carnival Corporation  
21 and Carnival plc stated, in their Strategic Report and IFRS Financial Statements for the  
22 year ended November 30, 2019, that “[t]he two companies operate as if they are a single  
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28 <sup>2</sup> *Investor Relations*, Carnival Corporation & plc, <https://www.carnivalcorp.com/investor-relations> (last visited July 2, 2020).

1 economic enterprise with a single senior executive management team and identical  
2 Boards of Directors[.]”<sup>3</sup>

3  
4 13. Shareholders of Carnival Corporation and Carnival plc “operate as a single  
5 economic enterprise” and “vote as a single body.”<sup>4</sup> As noted above, Carnival Corporation  
6 and Carnival plc share the same Board of Directors;<sup>5</sup> the companies also share the same  
7 headquarters<sup>6</sup> and consolidated financial statements.<sup>7</sup> Carnival Corporation and Carnival  
8 plc are therefore referred to collectively herein as “Carnival.”

9  
10  
11 14. Defendant Princess Cruise Lines Ltd. is a wholly-owned subsidiary of  
12 Carnival, incorporated in Bermuda, with its worldwide headquarters located in Santa  
13 Clarita, California within the County of Los Angeles, California.

14  
15 15. Upon information and belief, at all times hereto, Carnival and Princess  
16 advertised, marketed, sold, and profited (directly or indirectly) from and owned,  
17 controlled, and operated the cruise ship Coral Princess.

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21 \_\_\_\_\_  
22 <sup>3</sup> *Carnival plc Strategic Report & IFRS Fin. Statements, Year Ended Nov. 30, 2019* at p.  
23 3, <https://www.carnivalcorp.com/static-files/e71dadff-f1f5-4d72-8281-0d0a500f84b2>;  
24 see also *Carnival Corporation & plc 2019 Annual Report* at p. 10,  
<https://www.carnivalcorp.com/static-files/9ba84dfd-b96a-486f-8617-34e49820077a>.

25 <sup>4</sup> *Id.* at p. 10

26 <sup>5</sup> *Corporate Information – Board of Directors*, Carnival Corporation & plc,  
<https://www.carnivalcorp.com/corporate-information/board-of-directors> (last visited  
27 July 2, 2020).

28 <sup>6</sup> *Corporate Information*, Carnival Corporation & plc, <https://www.carnivalcorp.com/corporate-information> (last visited July 2, 2020).

<sup>7</sup> See, e.g., *Carnival Corporation & plc Form 10-Q for the Quarterly Period Ended Feb. 29, 2020*, <https://sec.report/Document/0000815097-20-000030/>.

1           16. In the “Joint Factual Statement” contained in a 2016 plea agreement,  
2 Defendants Carnival and Princess are represented and agreed that:

3  
4           Princess is one of several ‘operating lines’ that together comprise the  
5 ‘Carnival Group’ of companies. Princess and the other cruise ship operating  
6 lines are semiautonomous entities within the Carnival Corporation and  
7 Carnival plc (formerly P&O Princess Cruises plc) corporate umbrella.  
8 Carnival Corporation and Carnival plc (“Carnival Corporation & plc”) currently monitors and supervises environmental, safety, security, and regulatory requirements for Princess and other Carnival brands.”<sup>8</sup>

9           17. In the “Joint Factual Statement” contained in the 2016 plea agreement,  
10 Carnival further represented that it had authority to appear on behalf of Princess and was  
11 authorized to enter a plea of guilty on its behalf.<sup>9</sup>  
12

13           18. Princess shares the same Board of Directors as Carnival, many of the same  
14 executive officers and assets, such that its operations and day-to-day business are  
15 controlled by Carnival.  
16

17           19. Defendants Carnival and Princess are therefore agents of each other with  
18 respect to the factual matters alleged herein, and further act as alter egos of each other  
19 such that the corporate form should be disregarded.  
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27 <sup>8</sup> Joint Factual Statement at p. 1, *United States v. Princess Cruise Lines, Ltd.*, No. 16-CR-20897-PAS (S.D. Fla. Dec. 1, 2016), ECF No. 2-1.

28 <sup>9</sup> Plea Agreement at p. 1, *United States v. Princess Cruise Lines, Ltd.*, No. 16-CR-20897-PAS (S.D. Fla. Dec. 1, 2016), ECF No. 2.

1 **IV. FACTUAL ALLEGATIONS**

2 **A. COVID-19 and the Danger of Viral Spread in Close Quarters**

3  
4 20. In or around December 2019, a new strain of coronavirus was first detected  
5 in humans in Wuhan, China (the original COVID-19 epicenter).

6 21. SARS-CoV-2, commonly known as COVID-19, is an extremely contagious  
7 disease caused by the novel coronavirus. Symptoms associated with COVID-19 include  
8 fever, a dry cough, shortness of breath, infection, and pneumonia.

9  
10 22. COVID-19 can be fatal. The elderly and/or immunocompromised are  
11 particularly vulnerable to severe cases of COVID-19. It is important to note that cruise  
12 lines' most loyal and valuable passengers are often situated within this high-risk  
13 category.

14  
15 23. As of filing this complaint, there have been nearly 13 million confirmed  
16 COVID-19 cases worldwide and over 570,000 global COVID-19 related deaths. In the  
17 United States, the infection count stands at over 3,300,000 confirmed COVID-19 cases  
18 and over 137,000 COVID-19-related deaths. The numbers of confirmed cases and death  
19 likely undercount the true number of cases and number of deaths caused by COVID-19.

20  
21 24. On January 30, 2020, the World Health Organization (“WHO”) convened  
22 the IHR Emergency Committee, declaring COVID-19 a global public health  
23 emergency.<sup>10</sup> In the WHO’s “Situation Report” released on the same day, the  
24  
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28 <sup>10</sup> *Timeline of WHO’s Response to COVID-19*, WHO (last updated June 30, 2020),  
<https://www.who.int/news-room/detail/29-06-2020-covidtimeline>.

1 organization confirmed 7,736 total cases in China and 82 confirmed cases in 18 countries  
2 outside China, acknowledging a high rate of spread through person-to-person contact.<sup>11</sup>  
3  
4 The organization determined a risk assessment as “[v]ery [h]igh” for China and “[h]igh”  
5 at a global level.<sup>12</sup>

6  
7 25. The severity and rate of spread for the novel coronavirus was known as early  
8 as January 2020. Although the impact of the novel coronavirus was mild for most of the  
9 United States in the months of January and February, it was well established from data in  
10 China and other early hotspots that the virus was highly contagious and spread rapidly in  
11 close quarters through person-to-person contact.  
12

13 26. Due to the nature of COVID-19 and its ability to spread in close quarters,  
14 cruise ships are inherently prone to outbreaks. Indeed, cruise ships have always been  
15 vulnerable to the spread disease and infection due to the nature of crowded enclosed and  
16 semi-enclosed areas, the increased exposure to new environments, and limited medical  
17 resources.<sup>13</sup> In short, prior to the appearance of COVID-19, the substantial risk of disease  
18 transmission on cruise ships was well known.  
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24 <sup>11</sup> *Novel Coronavirus (2019-nCov) Situation Report – 10* at p. 1, WHO (Jan. 30, 2020),  
25 [https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200130-sitrep-10-ncov.pdf?sfvrsn=d0b2e480\\_2](https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200130-sitrep-10-ncov.pdf?sfvrsn=d0b2e480_2).

26 <sup>12</sup> *Id.*

27 <sup>13</sup> Kara Tardivel et al., *Cruise Ship Travel*, Ctrs. for Disease Control & Prevention,  
28 <https://wwwnc.cdc.gov/travel/yellowbook/2020/travel-by-air-land-sea/cruise-ship-travel>  
(last visited July 2, 2020).



1           27. On January 27, 2020, experts in the European Union released their first  
2 version of guidelines to assist with the probable impact of COVID-19 on cruise ships.<sup>14</sup>  
3  
4 The guidelines urged cruise companies to provide pre-travel information about the risks  
5 of COVID-19. In the event of a COVID-19 case aboard a cruise, the guidelines  
6 recommended close contacts of the case should be quarantined in their cabins or on  
7 shore, and “casual contacts” should be disembarked with active tracing and surveillance.  
8

9           28. In early February 2020, Dr. Anthony S. Fauci, the United States top  
10 infectious disease expert declared his concern for passengers and crew traveling on cruise  
11 ships: “People on a large ship, all together, at the same time, all the time — you couldn’t  
12 ask for a better incubator for infection.”<sup>15</sup>  
13

14 **B. Defendants Knew of the Dangers Posed by Cruises in the Shadow of COVID-**  
15 **19**

16           29. Outlined below is a timeline of events relevant to this action, focusing on the  
17 highly publicized outbreaks aboard the Diamond Princess and Grand Princess, with most  
18 events predating the Coral Princess voyage departure on March 5, 2020. As shown  
19 through this timeline, Defendants had knowledge of the dangerous health and safety risks  
20 associated with COVID-19 and the risk of it spreading within the confined quarters of a  
21  
22  
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24 \_\_\_\_\_  
25 <sup>14</sup> *Advice for Ship Operators for Preparedness and Response to the Outbreak of Novel*  
26 *Coronavirus (2019-nCoV) Infection*, Healthy Gateways (Jan. 27, 2020),  
27 [https://www.deutsche-flagge.de/de/redaktion/dokumente/dokumente-  
sonstige/3\\_eu\\_healthy\\_gateways\\_wuhan\\_outbreak\\_advice\\_maritime\\_27-1-2020-1.pdf](https://www.deutsche-flagge.de/de/redaktion/dokumente/dokumente-sonstige/3_eu_healthy_gateways_wuhan_outbreak_advice_maritime_27-1-2020-1.pdf).

28 <sup>15</sup> David Leonhardt, *Why Did Cruise Ships Keep Sailing?*, N.Y. Times (Apr. 27, 2020),  
[https://www.nytimes.com/2020/04/27/opinion/coronavirus-cruise-celebrity-  
eclipse.html](https://www.nytimes.com/2020/04/27/opinion/coronavirus-cruise-celebrity-eclipse.html).

1 cruise ship. By the time the Coral Princess left the port of Valparaíso on March 5, 2020,  
2 the deadly progression of a COVID-19 spread aboard a cruise vessel was clearly  
3 established.  
4

5 30. In early February 2020, one of the first outbreaks of COVID-19 to capture  
6 global attention happened on the Diamond Princess, a cruise ship owned by Carnival  
7 Corporation and Carnival plc and operated by Princess Cruise Lines. The outbreak  
8 originated while docked in Yokohama, Japan. Aboard the Diamond Princess were 2,666  
9 passengers and 1,045 crew members from a combined 56 countries.  
10

11 31. On February 1, 2020, Hong Kong's government confirmed that an 80-year-  
12 old male passenger who had disembarked the Diamond Princess on January 25 tested  
13 positive for COVID-19.<sup>16</sup> Although the first Diamond Princess passenger was diagnosed  
14 February 1, Defendants did not alert, warn, or announce anything on board the vessel  
15 until February 3, nearly 48 hours later.<sup>17</sup>  
16

17 32. After receiving a clear warning sent by an epidemiologist from the  
18 government of Hong Kong, seemingly nothing was done aboard the ship.<sup>18</sup> The ship did  
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22 <sup>16</sup> Eisuke Nakazawa et al., *Chronology of COVID-19 Cases on the Diamond Princess*  
23 *Cruise Ship and Ethical Considerations: A Report from Japan* at p. 1, *Disaster Med. &*  
24 *Pub. Health Preparedness* (Mar. 24, 2020), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7156812/>.

25 <sup>17</sup> Matt Apuzzo et al., *Failures on the Diamond Princess Shadow Another Cruise Ship*  
26 *Outbreak*, N.Y. Times (last updated Mar. 10, 2020), <https://www.nytimes.com/2020/03/08/world/asia/coronavirus-cruise-ship.html>.

27 <sup>18</sup> Doug Bock Clark, *Inside the Nightmare Voyage of the Diamond Princess*, GQ (Apr.  
28 30, 2020), [https://www.gq.com/story/inside-diamond-princess-cruise-ship-nightmare-voyage?utm\\_source=onsite-share&utm\\_medium=email&utm\\_campaign=onsite-share&utm\\_brand=gq](https://www.gq.com/story/inside-diamond-princess-cruise-ship-nightmare-voyage?utm_source=onsite-share&utm_medium=email&utm_campaign=onsite-share&utm_brand=gq).

1 not establish quarantine, instead waiting until Japanese Officials took the action the  
2 cruise itself failed to, ordering quarantine on February 5. Ten more positive COVID-19  
3 cases were confirmed around February 5, 2020.  
4

5 33. Within days, that number escalated to 66 new cases. Then 66 became over  
6 700 cases with 14 deaths.<sup>19</sup> Of these infections and deaths, at least two of the deaths  
7 occurred before February 19, 2020,<sup>20</sup> and a total of 691 cases of the COVID-19 had been  
8 confirmed on the Diamond Princess as of February 23, 2020.<sup>21</sup>  
9

10 34. As thousands of passengers aboard the Diamond Princess found themselves  
11 confined to their small cabin rooms and crew members were required to step into a role  
12 they were never trained for, days passed, and passengers grew understandably restless.  
13 Some even hung banners off the side of the ship, crafted out of cabin bedsheets and  
14 painted with pleas for help. One read: “Serious lack of medicine, lack of information.”<sup>22</sup>  
15  
16

17 35. Many crew members and staff aboard the Diamond Princess were rightfully  
18 scared for their lives. It was reported that food service workers would “deliver[] food and  
19 then run[] back to their cabins to jump into scalding showers or wash their hands in hot  
20 water until they hurt.”<sup>23</sup> “Later, a report released by the Centers for Disease Control and  
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23 <sup>19</sup> Lauren Smiley, *27 Days in Tokyo Bay: What Happened on the Diamond Princess*,  
24 *Wired* (Apr. 30, 2020), [https://www.wired.com/story/diamond-princess-coronavirus-  
25 covid-19-tokyo-bay/](https://www.wired.com/story/diamond-princess-coronavirus-covid-19-tokyo-bay/).

26 <sup>20</sup> *Japan Reports Two Deaths Among Cruise Ship Passengers*, *N.Y. Times* (last updated  
27 Mar. 12, 2020), [https://www.nytimes.com/2020/02/19/world/asia/china-coronavirus.  
28 html](https://www.nytimes.com/2020/02/19/world/asia/china-coronavirus.html).

<sup>21</sup> Nakazawa et al., *supra*, note 16.

<sup>22</sup> Clark, *supra*, note 18.

<sup>23</sup> *Id.*

1 Prevention (“CDC”) validated this fear, noting that in the early stages of the outbreak  
2 three-fourths of all the infected crew members were food service workers—employees  
3 who could easily spread the disease to other crew and passengers.”<sup>24</sup>  
4

5 36. In reference to the Diamond Princess, Eva Lee, an infectious disease  
6 specialist at the Georgia Institute of Technology, sent an email to health experts  
7 investigating the rate of spread, calling the quarantine process on the ship a “quarantine  
8 nightmare with missing opportunities and missteps.”<sup>25</sup>  
9

10 37. The disembarkation process was a chaotic disaster. Passengers aboard the  
11 Diamond Princess report that they “spent three hours idling on the pier and then, once  
12 they drove to the airport, sat on the tarmac for two more hours. Now, as the delay  
13 extended into a sixth hour, the passengers were nearing revolt. They were exhausted. And  
14 more problematically for the largely elderly passengers: The buses had no bathrooms.”<sup>26</sup>  
15  
16

17 38. With Diamond Princess being one of the first cruise ships to experience a  
18 severe COVID-19 outbreak, Carnival and Princess confronted a new situation in seeking  
19 to control the infection. But the risk of infection through person-to-person contact was  
20 well known by early February and Defendants knew, by that time, the potential for a  
21 negative outcome of a slowed response with no precautionary measures in place. It was  
22 not only about combating the spread of COVID-19 on the Diamond Princess, but also the  
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27 <sup>24</sup> *Id.*

<sup>25</sup> Smiley, *supra*, note 19.

28 <sup>26</sup> Clark, *supra*, note 18.

1 possibility of a spread on subsequent voyages. The Diamond Princess became  
2 Defendants' early model, but they failed to learn and move forward properly.  
3

4 39. The consequences of Defendants' failure to take appropriate action and to  
5 learn from the Diamond Princess manifested quickly. Another highly publicized outbreak  
6 aboard the Grand Princess, also owned by Carnival Corporation and Carnival plc and  
7 operated by Princess Cruise Lines, demonstrates another problematic outbreak on board  
8 due to a lack of necessary precautionary measures. New and stringent policies and  
9 procedures should have been employed, especially in light of the Diamond Princess  
10 disaster. But Defendants failed to take appropriate action, thus putting another set of  
11 thousands of passengers at risk to contract the deadly coronavirus on back to back  
12 voyages.  
13  
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15

16 40. In late February, Dr. Grant Tarling, the Group Senior Vice President and  
17 Chief Medical Officer for Carnival and its subsidiary Princess, reported in a videotaped  
18 message on the company's website that its ships would take temperatures of all boarding  
19 guests, give out hand sanitizer, and closely check passports.<sup>27</sup> Outlined below, on the  
20 Grand Princess voyage, shows how such precautions against the spread of COVID-19  
21 were never implemented.<sup>28</sup>  
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26 <sup>27</sup> "Dr. Grant Tarling Medical Update with Enhanced Screening and Preventive Health  
27 Measures" (February 2, 2020), <https://www.youtube.com/watch?v=kSOuXwmh9Lo>

28 <sup>28</sup> Jacquie McNish et al., *Cruise Ships Set Sail Knowing the Deadly Risk to Passengers and Crew*, Wall. St. J. (May 1, 2020), <https://www.wsj.com/articles/cruise-ships-set-sail-knowing-the-deadly-risk-to-passengers-and-crew-11588346502>.

1           41. On February 11, 2020, Carnival and Princess operated a “10-Night Mexican  
2 Riviera” roundtrip voyage from San Francisco to Mexico aboard the Grand Princess. On  
3  
4 or around February 19, 2020, it was known that at least one passenger on this voyage was  
5 suffering from COVID-19 symptoms. This passenger, a man from Placer County,  
6 California, was hospitalized for persistent and severe symptoms. He later died on March  
7  
8 4, 2020, a day before the Coral Princess set sail.<sup>29</sup>

9           42. Regardless, the Grand Princess ultimately proceeded with the next scheduled  
10 trip with no extra precautions taken. The Grand Princess returned to the Port of San  
11 Francisco on February 21, 2020. Most passengers on the “10-night Mexican Riviera”  
12 voyage disembarked, though some remained onboard to travel on the ship’s subsequent  
13 trip to Hawaii.  
14

15  
16           43. No medical screenings or examination procedures were put in place despite  
17 the fact that a passenger on the prior Grand Princess voyage had sought medical  
18 treatment on board for “acute respiratory symptoms,” ultimately determined to be  
19 COVID-19. Additionally, there were no stringent sanitization or disinfecting measures  
20 utilized on the vessel between the Mexico and Hawaii voyages. Instead, after the  
21 passenger being treated for COVID-19 left the ship, rather than disinfect or sanitize or  
22 even advise the remaining passengers to take extra care, Defendants invited new  
23 passengers to fill the remaining spots the others had just left open.  
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<sup>29</sup> *Id.*

1 44. Passengers boarding the Grand Princess headed onward to Hawaii were not  
2 notified of a likely COVID-19 case or made aware that there were passengers and crew  
3 from the previous leg to Mexico who may have been exposed or infected and that crew  
4 (as well as some passengers) remained onboard for the onward journey to Hawaii.  
5

6 45. It was not until February 25, 2020 that Carnival and Princess emailed  
7 passengers that had traveled on the Grand Princess trip to Mexico alerting them that some  
8 of their fellow passengers had suffered from COVID-19 symptoms and that they may  
9 have been exposed.  
10

11 46. After passengers on the Mexico trip reported symptoms aligned with  
12 COVID-19 around mid- to late February, it was finally confirmed, although expected, on  
13 March 2, 2020 that a man from the Mexico cruise tested positive for COVID-19.<sup>30</sup>  
14  
15

16 47. A health advisory was finally put into place on the Grand Princess on March  
17 4, 2020. The Grand Princess had decided to turn back to the Port of San Francisco.  
18 Further, the advisory alerted passengers to the investigation of a “small cluster of  
19 COVID-19 (coronavirus) cases in Northern California connected to”<sup>31</sup> the Grand Princess  
20 Mexico trip, and informed passengers of their potential exposure to the virus.<sup>32</sup>  
21  
22

23 48. The March 4 health advisory, signed by Dr. Grant Tarling, also suggested  
24 that passengers traveling on the Hawaii trip had already reported suffering from COVID-  
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26 <sup>30</sup> *Id.*

27 <sup>31</sup> Dr. Grant Tarling, *Guest Health Advisory – Coronavirus, Princess* (Mar. 4, 2020),  
28 [https://www.princess.com/news/notices\\_and\\_advisories/notices/grand-princess-updates.html](https://www.princess.com/news/notices_and_advisories/notices/grand-princess-updates.html).

<sup>32</sup> *Id.*

1 19 symptoms, and instructed other passengers who were experiencing or had at any time  
2 during the trip experienced symptoms “of acute respiratory illness with fever chills or  
3 cough” to immediately contact the ship’s Medical Center.<sup>33</sup>  
4

5 49. Spurred by the COVID-19 outbreak on the Grand Princess and concern for  
6 general public health, California Governor Gavin Newsom declared a State of Emergency  
7 on March 4, 2020 to manage the spread in California.<sup>34</sup> The State of California refused to  
8 allow the Grand Princess into the port of San Francisco, forcing the ship to anchor off the  
9 coast. Governor Newsom stated at a press conference that there were 11 passengers and  
10 10 crew members experiencing symptoms.<sup>35</sup>  
11  
12

13 50. Finally, the Grand Princess was able to pull into port on March 9 in  
14 Oakland, California, where the CDC mostly took over. Like those aboard the Diamond  
15 Princess, the passengers endured an additional 14-day quarantine after disembarking  
16 before being allowed to travel home.  
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23 <sup>33</sup> *Id.*

24 <sup>34</sup> *Governor Newsom Declares State of Emergency to Help State Prepare for Broader*  
25 *Spread of COVID-19*, CA.gov (Mar. 4, 2020), [https://www.gov.ca.gov/2020/03/04/  
26 governor-newsom-declares-state-of-emergency-to-help-state-prepare-for-broader-  
27 spread-of-covid-19/](https://www.gov.ca.gov/2020/03/04/governor-newsom-declares-state-of-emergency-to-help-state-prepare-for-broader-spread-of-covid-19/).

28 <sup>35</sup> Victoria Colliver, *California Declares Coronavirus State of Emergency, Orders SF-  
Bound Cruise Ship to Remain in the Pacific*, Politico (March 4, 2020),  
[https://www.politico.com/states/california/story/2020/03/04/california-declares-  
coronavirus-state-of-emergency-orders-sf-bound-cruise-ship-to-remain-in-pacific-  
1265473](https://www.politico.com/states/california/story/2020/03/04/california-declares-coronavirus-state-of-emergency-orders-sf-bound-cruise-ship-to-remain-in-pacific-1265473)



1 51. “Ultimately, more than 130 people aboard the Grand Princess tested  
2 positive, and at least six have died, including five passengers and one crew member[.]”<sup>36</sup>  
3

4 52. Overall, Carnival ships at sea have become virus hot spots, “resulting in  
5 more than 1,500 positive infections and at least 39 fatalities.”<sup>37</sup> According to many health  
6 experts, the decision to keep sailing for weeks after the coronavirus was detected in early  
7 February contributed to the mounting toll of cases.<sup>38</sup>  
8

9 53. It has been reported that seven ships owned by Carnival accounted for 49 of  
10 the roughly 70 deaths of passengers and crew with COVID-19 on vessels that began  
11 voyages or boarded new passengers in the first two weeks of March.<sup>39</sup>  
12

### 13 **C. Defendants Failed to Take Appropriate Actions**

14 54. The timeline of events occurring on the Diamond Princess and Grand  
15 Princess demonstrate Defendants’ knowledge of the severity of COVID-19 and how it  
16 could spread quickly and fatally. By allowing the Coral Princess to depart on March 5,  
17 2020, the Defendants ignored all warnings that vessels continuing to sail would likely  
18 face the same fate. Defendants’ decision to sail the Coral Princess with no precautions or  
19 extra sanitization measures in place after the outbreak onboard the Diamond Princess and  
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25 <sup>36</sup> Rosalind S. Helderman et al., *The Pandemic at Sea*, Wall St. J. (Apr. 25, 2020),  
26 <https://www.washingtonpost.com/graphics/2020/politics/cruise-ships-coronavirus/>.

27 <sup>37</sup> Austin Carr & Chris Palmeri, *Socially Distance This: Carnival Executives Knew They*  
28 *Had a Virus Problem, But Kept the Party Going*, Bloomberg (Apr. 16, 2020),  
<https://www.bloomberg.com/features/2020-carnival-cruise-coronavirus/>.

<sup>38</sup> Helderman et al., *supra*, note 33.

<sup>39</sup> McNish et al., *supra*, note 27.

1 Grand Princess shows the failure of the Defendants to take appropriate action, thus  
2 unnecessarily risking the health and safety of all passengers and crew on both vessels.  
3

4 55. A study conducted by the Journal of Travel Medicine, modeling the  
5 Diamond Princess epidemic, reached some sobering conclusions about the danger of  
6 COVID-19 in close quarters and how the quarantine was mishandled.<sup>40</sup>  
7

8 56. The rate of infection aboard the Diamond Princess quadrupled that of  
9 Wuhan, China. Revealing that if it was left unchecked, the disease would have eventually  
10 touched 79% of those on board, or 2,900 people.<sup>41</sup> With the eventual intervention, the  
11 outbreak on the Diamond Princess never hit those numbers. However, researchers  
12 revealed that if all passengers had been properly and safely evacuated from the Diamond  
13 Princess when COVID-19 was discovered, the outbreak could have been contained to  
14 2%, or 76 people.<sup>42</sup>  
15  
16

17 57. Overall, the approach to quarantine procedures across many vessels  
18 struggled to properly maintain the outbreak, even with the Diamond Princess as an  
19 example. The study ultimately concluded that the key factor for heightened spread: the  
20 ship itself.<sup>43</sup> Essentially, it is a “floating petri dish” where “you've got passengers and  
21 crew members from different parts of the world mixing intimately and intensely for a  
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23

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25 <sup>40</sup> J. Rocklöv et al., *COVID-19 Outbreak on the Diamond Princess Cruise Ship:  
26 Estimating the Epidemic Potential and Effectiveness of Public Health Countermeasures*,  
27 J. Travel Med. (Feb. 28, 2020), [https://www.ncbi.nlm.nih.gov/pmc/articles/  
PM7107563/pdf/taaa030.pdf](https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7107563/pdf/taaa030.pdf).

28 <sup>41</sup> *Id.*

<sup>42</sup> *Id.*

<sup>43</sup> *Id.*

1 short period of time”, says Dr. Sanjaya Senanayake, an infectious diseases specialist at  
2 the Australian National University.<sup>44</sup>  
3

4 58. Combine a space already vulnerable to the spread of infection with a novel,  
5 highly contagious virus, and no stringent precautions in place, and the result jeopardized  
6 the health and safety of thousands of passengers and crew time and again across multiple  
7 vessels and voyages. The slow response and refusal to acknowledge initial warnings  
8 facilitated the early spread of the COVID-19 virus across cruise vessels and the world.  
9

10 59. After the initial outbreak on the Diamond Princess, precautions, warnings,  
11 and sanitization measures were never enforced on the Grand Princess, the Coral Princess,  
12 or other subsequent voyages until it was too late.  
13

14 60. Even more, the Coral Princess should have never set sail on March 5, 2020.  
15 Aboard the Grand Princess, which sailed after the first known outbreak on the Diamond  
16 Princess, passengers reported that the crew took no rigorous approach to coronavirus  
17 screening. There were no temperature checks performed before boarding and no  
18 individual questioning. The crew sent out a mass questionnaire with no follow up  
19 procedures in place. Line dancing, tai chi, bars, restaurants, and buffets still proceeded on  
20 the Grand Princess as normal, even with knowledge of confirmed and possible COVID-  
21 19 cases. Even after passengers were informed of the possible COVID-19 concern by  
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28 <sup>44</sup> Yvette Tan, *Coronavirus: Are Cruise Ships Really ‘Floating Petri Dishes’?* (February  
12, 2020), <https://www.bbc.com/news/world-asia-51470603>

1 loudspeaker announcement, passengers were still permitted to don formal attire for an  
2 evening meal featuring lobster tail.<sup>45</sup>  
3

4 61. Events were still held despite knowledge of COVID-19 outbreaks on various  
5 vessels and the danger associated with its spread in close quarters. A quarantine on the  
6 Grand Princess for passengers was not enforced until about March 5, 2020, an entire  
7 month after the Diamond Princess diagnosed its first cluster of COVID-19 positive  
8 passengers. Until then, everyone was vacationing and having a good time with activities  
9 continuing as relatively normal.  
10

11  
12 62. The events reported by passengers aboard the Grand Princess, an earlier  
13 voyage than the Coral Princess, demonstrate the Defendants' failure to take appropriate  
14 actions. Unfortunately, the Coral Princess experience paralleled that of the Grand  
15 Princess, despite a later departure date and timeline.  
16

17 63. Even though Carnival Corporation had ample information at its fingertips  
18 regarding the danger of continuing business as usual, it did not suspend operations until  
19 all other members in Cruise Lines International Association ("CLIA") also suspended  
20 operations. Only after the WHO officially and publicly declared a pandemic in mid-  
21 March did CLIA members suspend operations.  
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27 <sup>45</sup> Letitia Stein et al., *Diamond Princess, Grand Princess Cruise Line Had High Rates of*  
28 *Illness Even Before Coronavirus*, USA Today (last updated Mar. 22, 2020),  
<https://www.usatoday.com/story/news/investigations/2020/03/20/before-coronavirus-princess-cruises-saw-outbreaks-alarming-rates/5047508002/>.

1 **D. Passengers’ and Plaintiff’s Experience Aboard the Coral Princess**

2 64. The Coral Princess, also owned by Carnival Corporation and Carnival plc  
3 and operated by Prince Cruise Lines, departed March 5, 2020, despite previous voyages  
4 that experienced early outbreaks.  
5

6 65. Similar to the Diamond Princess and Grand Princess, passengers aboard the  
7 Coral Princess vessel reported that people were still able to attend films on deck, tai chi  
8 classes, and dancing sessions, even as the virus spread on the ship. Even as port after port  
9 turned the ship away due to the virus, the party went on.  
10

11 66. On March 20, a letter from a senior physician assured passengers that the  
12 risk of the ship’s exposure was “near negligible.”<sup>46</sup> In the letter obtained by the  
13 Washington Post, Defendants told passengers that: “Rest assured that, relatively  
14 speaking, Coral Princess is probably one of the safest places in the world to be at this  
15 time.”<sup>47</sup>  
16  
17

18 67. Plaintiff O’Neill quickly discovered the vessel was far from safe—instead it  
19 was a health risk and a nightmare.  
20

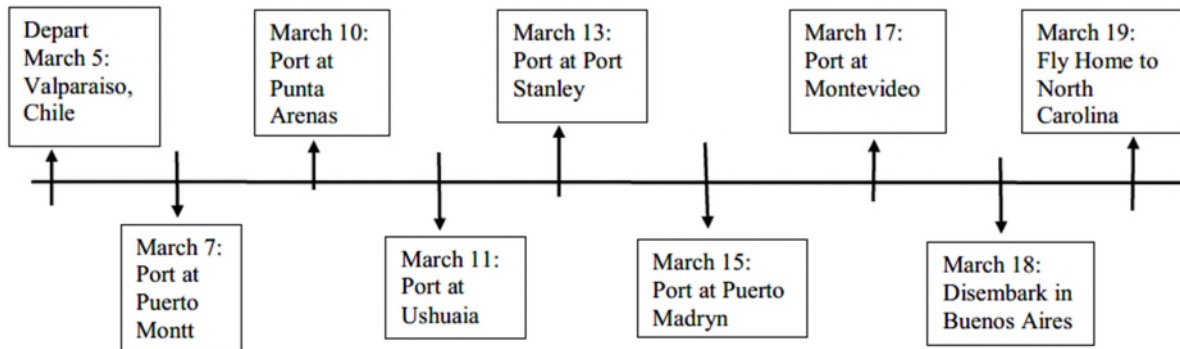
21 68. Plaintiff O’Neill departed on the Coral Princess on March 5, 2020 with her  
22 husband of over 35 years, Mr. John Hutton. They were scheduled to return home on  
23 March 22, 2020 with a few days to settle in and prepare for Mr. Hutton’s neurosurgery on  
24 March 25. Little did they know, their last landfall would be on March 13 they would  
25  
26  
27

28 <sup>46</sup> Helderman et al., *supra*, note 33.

<sup>47</sup> *Id.*

1 instead spend almost three additional weeks trapped in a cabin on the infested vessel.  
 2 They would not return home until April 8, 2020, over two weeks later than planned.

3  
 4 **Intended Itinerary of Plaintiff's**  
 5 **Trip with the Coral Princess**



15 69. The cruise went along as normal for Plaintiff O’Neill and her husband until  
 16 about March 14th when the captain announced that they would not be porting in Puerto  
 17 Madryn, Argentina as scheduled on March 15<sup>th</sup> with no announcement of illness.

18 70. The vessel departed from its itinerary, seeking a port that would allow it  
 19 entry. The Coral Princess proceeded to Buenos Aires. Plaintiff O’Neill and her husband  
 20 purchased two separate sets of airlines tickets from Buenos Aires, hoping to disembark  
 21 the Coral Princess and return home. They were not allowed to return home.

22 71. The Coral Princess then proceeded to Montevideo, Uruguay. Again, Plaintiff  
 23 O’Neill and her husband purchased airlines tickets hoping to disembark the Coral  
 24 Princess and return home. Again, they were not allowed to return home. Montevideo too  
 25 closed off the port to the Coral Princess.  
 26  
 27  
 28

1           72. The long haul at sea continued. Encountering closed port after closed ports  
2 the Coral Princess arrived in Rio de Janeiro. Again, Plaintiff O’Neill and her husband  
3 purchased airlines tickets hoping to disembark the Coral Princess and return home.  
4 Again, they were again not allowed to disembark and go to the airport.  
5

6           73. On March 26, Plaintiff O’Neill visited the ship’s doctor for shoulder pain.  
7 Noticeably, the ship’s nurse was stressed. Unbeknownst to Plaintiff O’Neill, many people  
8 were extremely ill in sick bay. The ship did not announce the spread of illness until four  
9 days after Plaintiff O’Neill visited the doctor. For those four days, passengers were kept  
10 ignorant of the dire situation, instead encouraged to continue their cruising life as normal,  
11 exercising, relaxing, eating, drinking, and dancing communally.  
12

13           74. It was not until March 31 that anything changed. The Captain announced  
14 simply, “All passengers please return to your cabins.” Later that day, they were told that  
15 that dinner would be brought to the cabins and “an unusually high number of people”  
16 were experiencing flu-like symptoms. It was then, after everyone had been socializing  
17 and making purchases for about 26 days in an environment known to be susceptible to  
18 contagion that the passengers were advised to take these precautions.  
19

20           75. Passengers remained in their cabins for the duration of the cruise. Plaintiff  
21 O’Neill and her husband’s cabin was 21 paces from end to end.  
22

23           76. Five days passed, and there were only three announcements, including:  
24 “More people have reported to sick bay with flu like symptoms. We are sorry to say that  
25  
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28



1 two passengers have passed away.” Passengers received no information about  
2 disembarkation status, testing availability, or next steps.  
3

4 77. While confined in their cabin, Plaintiff O’Neill and her husband watched  
5 ambulances drive up to the medical deck located right below them. They saw the morgue  
6 come and they saw countless crew members and fellow passengers being rushed off on  
7 gurneys at all hours of the day.  
8

9 78. While docked in Miami with no answers from crew about disembarkation,  
10 Plaintiff O’Neill became desperate. She wrote “TEST ME” on a spare piece of paper,  
11 ultimately drawing media attention to their dire situation. Simply, Plaintiff O’Neill  
12 wanted some answers to how her and her husband would be able to get back home safely.  
13  
14



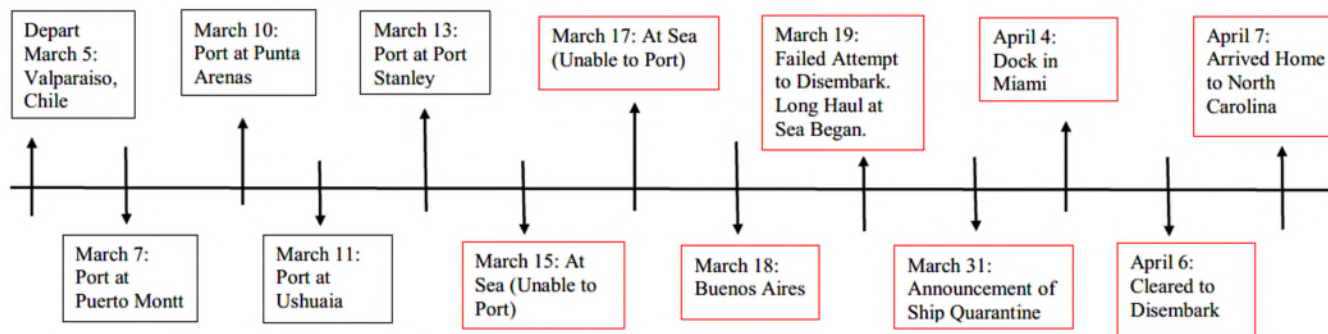
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24 79. While on board, Plaintiff O’Neill developed a cough, her throat became  
25 scratchy, and she began to feel feverish. She called to guest services to request a  
26 thermometer, but was told they did not have any. She then requested Tylenol which guest  
27 services provided at a cost of \$3.99. Plaintiff O’Neill also submitted requests for her  
28



1 husband’s blood pressure medication to both guest services and medical services, but  
 2 they went unanswered.

3  
 4 80. Finally, on Tuesday, April 6, Plaintiff O’Neill and her husband were allowed  
 5 to disembark. After taking a chartered flight, they arrived home around midnight. On  
 6 Wednesday, April 8, they began their 14-day home quarantine. With access to a  
 7 thermometer, they began temperature monitoring, and on April 9 they went to their  
 8 closest drive through testing center, gloved and masked.  
 9

10  
 11 **Timeline of O’Neill’s Experience**



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 19 81. On Friday, April 10, Brunswick County Health Services issued results to  
 20 Plaintiff O’Neill and her husband. Plaintiff O’Neill tested positive and her husband tested  
 21 negative for COVID-19.

22  
 23 82. Plaintiff O’Neill had to isolate herself in a room located at the far end of her  
 24 house. She experienced dry cough, a 102-degree fever, chills, a sore throat, and more. For  
 25 14 days, she stayed confined in her room, away from her husband, who was awaiting a  
 26 rescheduled neurosurgery, and her cat. Her husband’s mobility remained impaired, but he  
 27  
 28

1 used a cane to bring her meals, leaving them outside her door. Plaintiff O’Neill spent her  
2 time isolated in fear for her life.

3  
4 83. On April 22, the health department informed Plaintiff O’Neill that she was  
5 no longer at risk for transmitting COVID-19. The next day, Plaintiff O’Neill and her  
6 husband contracted a company to deep clean, disinfect their home, and treat the HVAC  
7 system in preparation for her husband’s surgery.

8  
9 84. Despite the health department’s clearance, Plaintiff O’Neill continued to be  
10 affected and limited by her prior diagnosis. She was denied treatment for her shoulder by  
11 an orthopedist due to her once positive COVID-19 diagnosis.

12  
13 85. Defendants put Plaintiff and the Class in actual physical danger of  
14 contracting a deadly virus, kept that information from them as long as they could, and  
15 then forced them into the only option that remained at that point—staying trapped in a  
16 21-space room for weeks on end. Instead of a first-hand look at South American ports,  
17 Plaintiff and the Class got a first-hand look at ambulance and morgue workers carting  
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gurneys off the ship they were trapped on for weeks.

86. The following map summarizes the difference between the itinerary  
purchased by Plaintiff and the nightmare voyage as it actually unfolded:

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**V. NOTICE AND CLASS ACTION WAIVER**

87. Upon the basis of counsel’s investigation, Plaintiff is informed that Princess maintains a “Passage Contract,” on its website, purporting it to apply “to most voyages except select itineraries departing from Australia, Japan, Singapore, China, and Korea.” Plaintiff. Paragraph 15(A)(i), the Passage Contract purports to require, *inter alia*, “In cases involving claims for Emotional Harm, bodily injury, illness to or death of any Guest, no lawsuit may be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to Carrier within 6 months from the date of the Emotional Harm, bodily injury, illness or death...”. Without conceding the enforceability of the Passage Contract, Plaintiff provided notice to Defendants of her claim on July 7, 2020.

1 88. Plaintiff does not concede, and specifically disputes, the enforceability of the  
2 Passage Contract and each of its provisions. Among other things, the Passage Contract,  
3 paragraph 15(c), purports to contain a provision entitled, “WAIVER OF CLASS  
4 ACTION”.

5  
6 89. The “WAIVER OF CLASS ACTION” provision in the Passage Contract is  
7  
8 void, null, unenforceable and without effect. The “WAIVER OF CLASS ACTION”  
9 provision was not reasonably communicated to Plaintiff O’Neill. Plaintiff O’Neill did not  
10 have the opportunity or ability to become meaningfully informed of the clause and to  
11 reject its terms.

## 12 13 **VI. CLASS ACTION ALLEGATIONS**

14 90. Pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3), Plaintiff  
15 brings this action on her behalf and on behalf of all others similarly situated. The  
16 proposed class that Ms. O’Neill seeks to represent is defined at this time as: All persons  
17 in the United States who were passengers aboard the Coral Princess for the voyage  
18 departing from Valparaíso, Chile on March 5, 2020.

19  
20  
21 91. Excluded from the Class are Princess and Carnival’s officers, directors, and  
22 employees; the judicial officers and associated court staff assigned to this case; and the  
23 immediate family members of such officers and staff. Plaintiff reserves the right to  
24 amend the Class definition based on information obtained in discovery.

25  
26 92. This action satisfies the requirements of numerosity, commonality,  
27  
28 typicality, adequacy, predominance and/or superiority requirements.

1           93.    **Numerosity:** The members of the Class are so numerous that joinder of all  
2 members would be impractical. Upon information and belief, the Coral Princess has a  
3 capacity in excess of 1,900 passengers and held in excess of 1,500 passengers at the times  
4 of its departure on March 5, 2020 from Valparaiso, Chile. The precise number of class  
5 members can be ascertained through discovery, which will include Princess and  
6 Carnival's records. The members of the class are readily identifiable from information in  
7 the possession, custody, and control of Princess and/or Carnival. The individual joinder  
8 of all passengers would be impractical such that a class action is more practical and  
9 efficient.  
10  
11  
12

13           94.    **Commonality and Predominance:** Common questions of law and fact  
14 predominate over any questions affecting only individual members of the Class. For  
15 Plaintiff and the proposed Class, common legal and factual questions include, but are not  
16 limited to the following:  
17

- 18           a. Defendants' knowledge of the risks associated with the novel  
19 coronavirus and COVID-19, when Defendants became aware of the  
20 risks of the coronavirus and COVID-19, and Defendants' decision-  
21 making process with respect to the risks associated with coronavirus  
22 and COVID-19;
- 23           b. Defendants' knowledge of the risk of the spread of a contagion aboard  
24 a cruise ship, including Defendants' past experience with the spread  
25 of contagion aboard a cruise ship;  
26  
27  
28

- 1 c. Whether Defendants took sufficient precautions in deciding to sail the  
2 Coral Princess on March 5, 2020, in light of their knowledge of the  
3 novel coronavirus and/or COVID-19 and the risk of contagion;  
4
- 5 d. Whether Defendants should have canceled the voyage of the Coral  
6 Princess departing on March 5, 2020 to avoid exposing passengers to  
7 novel coronavirus and/or COVID-19 and in light of the risk of  
8 contagion;  
9
- 10 e. Whether Defendants timely and adequately warned prospective  
11 passengers and/or passengers aboard the Coral Princess voyage  
12 departing on March 5, 2020 of the novel coronavirus, COVID-19, and  
13 the associated risk of contagion;  
14
- 15 f. Whether Defendants had a duty to disclose to prospective passengers  
16 and/or passengers aboard the Coral Princess voyage departing on  
17 March 5, 2020 of the novel coronavirus, COVID-19, and the  
18 associated risk of contagion;  
19
- 20 g. Whether the risk of contagion constituted a material fact that  
21 reasonable passengers/consumers would have considered in deciding  
22 whether to take the Coral Princess voyage on March 5, 2020;  
23
- 24 h. Whether Defendants knew or should have known that crew aboard the  
25 Coral Princess were potential carriers of the novel coronavirus;  
26  
27  
28

- 1 i. Whether Defendants had a duty to decontaminate the Coral Princess
- 2 prior to the initiation of the March 5, 2020 voyage;
- 3
- 4 j. Whether Defendants took adequate precautions during the voyage of
- 5 Coral Princess commencing on March 5, 2020 to prevent the spread of
- 6 contagion on board the vessel, including with respect to food service,
- 7 entertainment, quarantine, and the management of the cruise services
- 8 and decontamination of the vessel during the voyage;
- 9
- 10 k. Whether Defendants provided Plaintiffs and the Class with adequate
- 11 protections, information, and health care during the voyage of Coral
- 12 Princess commencing on March 5, 2020;
- 13
- 14 l. Whether Defendants acted reasonably in the conduct of the Coral
- 15 Princess voyage departing on March 5, 2020, including with respect to
- 16 the diversion of the itinerary and efforts to obtain safe passage home
- 17 for passengers;
- 18
- 19 m. Interpretation and enforceability of the Passage Contract;
- 20
- 21 n. Whether Defendants are the alter egos and/or agents of each other;
- 22
- 23 o. Whether Defendants are liable for the conduct alleged in this
- 24 Complaint;
- 25
- 26 p. Whether, because of Defendants' acts and omissions, Plaintiff and the
- 27 Class have suffered damages; and if so, the appropriate amount
- 28 thereof; and

1 q. Whether Defendants conduct warrants the imposition of punitive  
2 damages.  
3

4 95. **Typicality:** Plaintiff's claims are typical of the claims of the members of the  
5 Class. Plaintiff and all the members of the Class were passengers on the Coral Princess  
6 voyage departing on March 5, 2020 and have been injured by the same wrongful  
7 practices of Defendants. Plaintiff's claims arise from the same practices and course of  
8 conduct that give rise to the claims of the members of the Class, the facts of Defendants'  
9 misconduct are common to all class members, and Plaintiff's claims are based on the  
10 same legal theories. Plaintiff and all Class members have been injured by this course of  
11 conduct, suffered significant damage, including emotional distress and economic damage,  
12 and were trapped on board a ship that they would not have sailed on.  
13  
14  
15

16 96. **Adequacy:** Plaintiff will fully and adequately assert and protect the interests  
17 of the Class and have retained class counsel who are experienced and qualified in  
18 prosecuting class actions. Neither Plaintiff nor her attorneys have any interests contrary  
19 to or in conflict with the Class.  
20

21 97. **Superiority:** A class action is superior to all other available methods of the  
22 fair and efficient adjudication of this lawsuit because individual litigation of the claims of  
23 all members of the Class is economically unfeasible and procedurally impracticable.  
24

25 98. While the aggregate damages sustained by the Class are likely to be in the  
26 millions of dollars, the individual damages incurred by each Class member do not  
27 warrant the expense of individual suits. Most Class members would find the cost of  
28



1 litigating their claims prohibitively expensive and would not have a cost-effective remedy  
2 at law.

3  
4 99. Further, individual members of the Class do not have a significant interest in  
5 individually controlling the prosecution of separate actions, and individualized litigation  
6 would also result in varying, inconsistent, or contradictory judgments and would magnify  
7 the delay and expense to all parties and the court system because of multiple trials of the  
8 same factual and legal issues. Plaintiffs know of no difficulty to be encountered in the  
9 management of this action that would preclude its maintenance as a class action.  
10

11  
12 100. Defendants have access to addresses and/or other contact information for the  
13 members of the Class, which may be used to provide notice of the pendency of this  
14 action.  
15

16 **VII. CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**

18 **Negligence**

19 101. Plaintiff incorporates by reference every prior and subsequent allegation of  
20 this Complaint as if fully restated here.  
21

22 102. Plaintiff O'Neill brings this claim on her own behalf and on behalf of each  
23 member of the Class described above.  
24

25 103. Defendants owed Plaintiff and the Class a duty of reasonable care under the  
26 circumstances.  
27  
28

1 104. Defendants knew or should have known that cruise ships pose a severe and  
2 increased risk of viral outbreak. Defendants knew or should have known that cruise ships  
3 it owned and operated had already been sites of prior lethal outbreaks of COVID-19.  
4

5 105. Defendants breached their duty of reasonable care under the circumstances  
6 and were negligent in one or more of the following:  
7

- 8 a. Failing to provide reasonable care to provide a safe voyage;
- 9 b. Failing to screen or medically examine any passengers or crew prior  
10 to boarding;
- 11 c. Failing to warn passengers of the particular risks of the coronavirus  
12 aboard the vessel;
- 13 d. Failing to provide adequate medical supplies and personnel;
- 14 e. Failing to adequately disinfect, clean, or sanitize the vessel;
- 15 f. Failing to implement social distancing protocols before or upon  
16 learning passengers were exhibiting symptoms of COVID-19;
- 17 g. Failing to implement adequate measures to contain the spread of  
18 COVID-19;
- 19 h. Failing to have an emergency plan to ensure the health and safety of  
20 passengers in case of a viral outbreak;
- 21 i. Failing to have an emergency plan to disembark passengers in the  
22 case of a viral outbreak; and  
23  
24  
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1 j. Other acts or omissions constituting a breach of the duty of reasonable  
2 care under the circumstances which are revealed through discovery.  
3

4 106. As a direct and proximate result of Defendants' breach of their duty,  
5 Plaintiff and the Class suffered harm.

6 107. As a direct and proximate result of Defendants' breach of their duty,  
7 Plaintiff O'Neill became infected with COVID-19.  
8

9 108. As a direct and proximate result of Defendants' breach of their duty,  
10 Plaintiff O'Neill's husband was without vital medication and thus reliant on a wheelchair  
11 to disembark the vessel, as he could no longer walk.  
12

13 109. As a direct and proximate result of Defendants' breach of its duty, Plaintiff  
14 and the Class were exposed to actual risk of physical injury.  
15

16 110. As a direct and proximate result of Defendants' breach of their duty,  
17 Plaintiff O'Neill had to contract cleaners to disinfect their house.  
18

19 111. As a direct and proximate result of the Defendants' breach of its duty,  
20 Plaintiff and the Class have suffered and continue to suffer severe emotional distress.  
21 After Plaintiff and the Class were trapped for weeks on a vessel teeming with a deadly  
22 virus, they will continue to suffer and require medical services not part of the effects of  
23 daily life. The injuries and damages are permanent or continuing in nature.  
24

25 112. As a result, the Plaintiff and the Class are entitled to damages in an amount  
26 to be proven at trial.  
27  
28



1 teeming with a deadly virus, they will continue to suffer and require medical services not  
2 part of the effects of daily life. The injuries and damages are permanent or continuing in  
3 nature.  
4

5 119. As a result, the Plaintiff and the Class are entitled to damages in an amount  
6 to be proven at trial.  
7

8 **THIRD CAUSE OF ACTION**  
9 **Negligent Infliction of Emotional Distress**

10 120. Plaintiff incorporates by reference every prior and subsequent allegation of  
11 this Complaint as if fully restated here.

12 121. Plaintiff O’Neill brings this claim on her own behalf and on behalf of each  
13 member of the Class described above.  
14

15 122. Due to the negligence and/or gross negligence of the Defendants, Plaintiff  
16 and the Class were in the “zone of danger,” or at immediate risk of actual physical harm.  
17 While trapped for weeks on a vessel teeming with a deadly virus, Plaintiff and the Class  
18 were at immediate risk of contracting COVID-19 and subsequently suffering its related  
19 symptoms such as coughing, aches, fever, difficulty breathing, liver damage, kidney  
20 failure, and potentially death.  
21

22 123. Due to the risk of physical injury caused by the negligence and/or gross  
23 negligence of the Defendants, Plaintiff and the Class suffered severe mental and/or  
24 emotional harm, including, but not limited to fear, grief, anxiety, shock, and humiliation  
25 stemming from the danger of contracting COVID-19 themselves. Plaintiff and the Class  
26 were forced to suffer additional harm including, but not limited to fear, grief, anxiety,  
27  
28

1 shock, and humiliation stemming from witnessing the danger to their family members  
2 and fellow passengers of contracting COVID-19. This fear, grief, anxiety, shock, and  
3 humiliation in turn had physical manifestations, including, but not limited to insomnia,  
4 depression, and anxiety.  
5

6 124. The injuries and damages are permanent or continuing in nature. As a result  
7 of being trapped for weeks on a vessel teeming with a deadly virus, Plaintiff and the  
8 Class will continue to suffer and require medical services not part of the effects of daily  
9 life.  
10

11 125. As a result, the Plaintiff and the Class are entitled to damages in an amount  
12 to be proven at trial.  
13

14 **FOURTH CAUSE OF ACTION**  
15 **Intentional Infliction of Emotional Distress**

16 126. Plaintiff incorporates by reference every prior and subsequent allegation of  
17 this Complaint as if fully restated here.  
18

19 127. Plaintiff O'Neill brings this claim on her own behalf and on behalf of each  
20 member of the Class described above.  
21

22 128. Defendants knew or should have known that there was a heightened risk of a  
23 deadly outbreak of COVID-19 on cruise ships given: the state of the global pandemic;  
24 guidelines, protocols, and recommendations from public health experts and the cruise  
25 industry; and its own experience with COVID-19 outbreaks on the Diamond Princess and  
26 the Grand Princess.  
27  
28

1           129. Given its knowledge and firsthand experience, Defendants' failure to have  
2 effective measures to medically screen for, examine, or treat COVID-19 symptoms was  
3 extreme and outrageous conduct.  
4

5           130. Given its knowledge and firsthand experience, Defendants' failure to have  
6 effective procedures to clean, sanitize, or disinfect the ship in case of viral contagion was  
7 extreme and outrageous conduct.  
8

9           131. Given its knowledge and firsthand experience, Defendants' failure to have  
10 an emergency plan for containing the spread of the virus and/or for disembarking either  
11 infected or uninfected passengers or crew in case of viral contagion was extreme and  
12 outrageous conduct.  
13

14           132. The Defendants' extreme and outrageous conduct had already sickened and  
15 even killed passengers on not one but two of its other ships before the Coral Princess set  
16 sail. To continue business as usual, and even deny a refund to passengers who wanted to  
17 postpone or cancel their trip in light of the spread of COVID-19, was to act with reckless  
18 disregard of Plaintiff and the Class and the probability that Plaintiff and the Class would  
19 suffer severe emotional distress.  
20

21           133. As a direct and proximate result of Defendants' intentional and reckless  
22 conduct, Plaintiff and the Class suffered severe or extreme emotional distress including  
23 but not limited to fear, grief, anxiety, shock, and humiliation.  
24

25           134. The injuries and damages are permanent or continuing in nature. As a result  
26 of being trapped for weeks on a vessel teeming with a deadly virus, Plaintiff and the  
27  
28

1 Class will continue to suffer and require medical services not part of the effects of daily  
2 life.

3  
4 135. As a result, the Plaintiff and the Class are entitled to damages in an amount  
5 to be proven at trial.

6 **PRAYER FOR RELIEF**

7  
8 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated,  
9 seeks for judgment against Defendants, and each of them, as follows:

- 10  
11 1. An order certifying the proposed Class pursuant to Fed. R. Civ. P. 23(a), (b)(1),  
12 (b)(2), and (b)(3), designating Plaintiff as a named representative of the Class, and  
13 appointing the undersigned attorneys as Class Counsel under Fed. R. Civ. P. 23(g);  
14  
15 2. An order providing the following injunctive relief to promote the health and safety  
16 of current and future cruise passengers:
- 17 a. Requiring Defendants to provide truthful, publicly available, and real-time  
18 information in an online dashboard (similar to those provided by state  
19 departments of health) to passengers and crew on all of Defendants'  
20 affiliated ships:
    - 21 i. The dashboard shall provide all material information relating to the  
22 health and safety of passengers and crew, including, but not limited to  
23 COVID-19, norovirus, or other viral cases and exposure. This data  
24 shall be provided two months before a cruise, updated during the  
25  
26  
27  
28



1 cruise, and updated for two months after the conclusion of any sailing  
2 in the event passengers are diagnosed following disembarkation;

3  
4 ii. In the event of one or more confirmed COVID-19, norovirus, or other  
5 viral cases or exposure during a cruise, passengers and crew shall be  
6 promptly notified in writing regarding the material facts of the  
7 diagnosis or exposure, including, but not limited to data to allow for  
8 reasonable contact tracing.  
9

10 b. Requiring Defendants to implement testing, facial masking, physical  
11 distancing, disinfecting, and sanitizing protocols and to adhere to all WHO,  
12 CDC, and other applicable health and safety guidelines.  
13

14 c. Requiring Defendants to promptly advise, quarantine, and disembark  
15 passengers as soon as Defendants become aware of COVID-19, norovirus,  
16 or other viral cases and exposure.  
17

18 d. Requiring Defendants to terminate cruises and to provide refunds and safe,  
19 prompt returns to passengers as soon as they become unreasonably  
20 dangerous.  
21

22  
23 3. An award of damages including, but not limited to compensatory damages for  
24 Plaintiff's injuries, including physical and emotional pain and suffering, financial  
25 damages, and any other damages allowed by law, in an amount to be proven at  
26 trial;  
27  
28

- 1 4. An award of the costs of Plaintiff's and the Class's ongoing medical and diagnostic  
2 treatment required to diagnose, prevent, and/or treat current or future mental and  
3 physical injuries related to Plaintiff's and Class Members' contraction of and  
4 exposure to COVID-19;
- 5 5. An award of attorneys' fees and costs, as allowed by law;
- 6 6. An award of pre-judgment and post-judgment interest, as provided by law;
- 7 7. Leave to amend this Complaint and other Plaintiff's pleadings to conform to the  
8 evidence produced at trial; and
- 9 8. For such other and further relief as the Court deems just and proper.

10  
11  
12  
13 **JURY TRIAL DEMAND**

14 Plaintiff demands a trial by jury on all claims and of all issues so triable.

15 DATED this 13th day of July, 2020.

16  
17 **KELLER ROHRBACK L.L.P.**

18  
19 By s/ Alison E. Chase

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