

1 Alison E. Chase (SBN 226976)
2 achase@kellerrohrback.com
3 **KELLER ROHRBACK L.L.P.**
4 801 Garden Street, Suite 301
5 Santa Barbara, CA 93101
6 (805) 456-1496, Fax (805) 456-1497

7 Gretchen Freeman Cappio (*pro hac vice*)
8 gcappio@kellerrohrback.com
9 Garrett Heilman (*pro hac vice* forthcoming)
10 gheilman@kellerrohrback.com
11 **KELLER ROHRBACK L.L.P.**
12 1201 Third Avenue, Suite 3200
13 Seattle, WA 98101
14 (206) 623-1900, Fax (206) 623-3384

15 ***Attorneys for Plaintiff***

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA
18 WESTERN DIVISION

19 KATHLEEN O'NEILL, on behalf of
20 herself and all others similarly situated,
21
22 Plaintiff,

23 v.

24 CARNIVAL CORPORATION,
25 CARNIVAL PLC, and PRINCESS
26 CRUISE LINES, LTD.
27
28 Defendants.

No. 2:20-cv-06218-GW-MRW

**FIRST AMENDED 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

1 close, mobile quarters occupied by cruise travelers from many different locations, the
2 cruise industry was especially susceptible to the rapid spread of the virus. Defendants,
3 which comprise the world's largest cruise line, were particularly aware of these dangers.
4

5 2. In fact, Defendants' Chief Medical Officer co-authored an article in 2017
6 that expressly acknowledged cruise ships as "a potential source for introduction of novel
7 or antigenically drifted influenza virus strains to the United States" and, on that basis,
8 "the need to bolster . . . prevention and control activities on cruise ships."¹
9

10 3. Defendants were not only aware of the heightened risk their operations
11 posed for the spread of respiratory diseases generally; they also had specific knowledge
12 that a novel coronavirus was spreading virulently on their other cruise ships, including
13 the *Grand Princess* and *Diamond Princess*. And Defendants were aware that passengers
14 returning from those ships had seeded coronavirus around the globe, jeopardizing the
15 health of the public and exacerbating a global pandemic.
16
17

18 4. Notwithstanding their knowledge of the dangers presented by cruising in the
19 midst of a pandemic, Defendants sailed on, putting tens of thousands of passengers and
20 employees in danger, to say nothing of the general public. As the *Wall Street Journal*
21 reported, "[e]arly in March, the world's cruise-ship operators had ample evidence to
22 believe their fleet of luxury liners were incubators for the new coronavirus. Yet they
23
24
25
26

27 ¹ Kimberly B. Rogers et al., *Laboratory-Based Respiratory Virus Surveillance Pilot*
28 *Project on Select Cruise Ships in Alaska, 2013-15*, J. Travel Med. (Sept. 2017),
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5684694/pdf/tax069>.

1 continued to fill cruise ships with passengers, endangering those aboard and helping
2 spread C[OVID]-19 to the U.S. and around the globe[.]”²
3

4 5. Plaintiff Kathleen O’Neill, a passenger aboard the *Coral Princess*, brings
5 this action on behalf of herself and others similarly situated, against Princess Cruise
6 Lines, Ltd. (“**Princess**”) and its parent companies Carnival Corporation and Carnival plc
7 (collectively “**Carnival**”).
8

9 II. JURISDICTION AND VENUE

10 6. This Court has jurisdiction pursuant to 28 U.S.C. § 1333(1). This action
11 arises from a maritime tort. Pursuant to 28 U.S.C. § 1333(1), the district courts have
12 original jurisdiction over any civil action of maritime or admiralty jurisdiction.
13

14 7. This Court has jurisdiction over this action pursuant to 28 U.S.C.
15 § 1332(d)(2)(A) and (C), the Class Action Fairness Act of 2005. The claims of Plaintiff
16 O’Neill and other proposed class members exceed \$5,000,000; she is a citizen of North
17 Carolina; and a citizen of a different state from at least one Defendant.
18

19 8. This Court has personal jurisdiction over each of the Defendants. The
20 headquarters of Princess are located within this District, in Santa Clarita, California.
21 Princess conducts substantial business within the Central District of California. Carnival
22 is authorized to do business in California and conducts substantial business within the
23 Central District of California, including but not limited to through its wholly-owned
24
25
26

27 ² Jacquie McNish et al., *Cruise Ships Set Sail Knowing the Deadly Risk to Passengers*
28 *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 subsidiary Princess. Upon information and belief, Princess and Carnival market cruises
2 and other vacation-related services to California residents. Many of the activities giving
3 rise to this Complaint took place in California, and the claims arise from Defendants'
4 contacts with California.
5

6 **III. THE PARTIES**

7
8 9. Plaintiff Kathleen O'Neill is *sui juris*, and is a resident of Oak Island, North
9 Carolina in Brunswick County and was a passenger aboard the *Coral Princess* cruise ship
10 departing Valparaíso, Chile on March 5, 2020.
11

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

14 11. Defendant Carnival plc was incorporated in 2000 in Wales, United
15 Kingdom. It also has its headquarters in Miami, Florida.
16

17 12. Defendants Carnival Corporation and Carnival plc operate as a single
18 economic entity. As Carnival Corporation and Carnival plc state on the "Investor
19 Relations" portion of their collectively-maintained website, "Carnival Corporation and
20 Carnival plc operate a dual listed company, whereby the businesses of Carnival
21 Corporation and Carnival plc are combined and they function as a single economic entity
22 through contractual agreements between separate legal entities."³ Carnival Corporation
23 and Carnival plc stated in their Strategic Report and International Financial Report
24
25
26
27

28 ³ *Investor Relations*, Carnival Corporation & plc, <https://www.carnivalcorp.com/investor-relations> (last visited Sept. 17, 2020).

Standards Financial Statements for the fiscal year that ended on November 30, 2019 that, “[t]he two companies operate as if they are a single economic enterprise with a single senior executive management team and identical Boards of Directors[.]”⁴

13. Shareholders of Carnival Corporation and Carnival plc “operate as a single economic enterprise” and “vote as a single body.”⁵ As noted above, Carnival Corporation and Carnival plc share the same board of directors;⁶ the companies also share the same headquarters⁷ and consolidated financial statements.⁸ Carnival Corporation and Carnival plc are therefore alter egos of each other and are referred to collectively herein as “Carnival.”

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

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

⁵ *Carnival Corporation & plc 2019 Annual Report* at p. 10, <https://www.carnivalcorp.com/static-files/9ba84dfd-b96a-486f-8617-34e49820077a>.

⁶ *Corporate Information – Board of Directors*, Carnival Corporation & plc, <https://www.carnivalcorp.com/corporate-information/board-of-directors> (last visited Sept. 17, 2020).

⁷ *Corporate Information*, Carnival Corporation & plc, <https://www.carnivalcorp.com/corporate-information> (last visited Sept. 17, 2020).

⁸ 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 15. Princess shares the same board of directors as Carnival and many of the
2 same executive officers and assets such that its operations and day-to-day business are
3 controlled by Carnival.
4

5 16. Upon information and belief, at all times hereto, Carnival and Princess
6 advertised, marketed, sold, and profited (directly or indirectly) from and owned,
7 controlled, and operated the cruise ship *Coral Princess*.
8

9 17. Further, in a “Joint Factual Statement” contained in a 2016 plea agreement
10 in connection with earlier actions jeopardizing sanitation and public health, Defendants
11 Carnival and Princess represented and agreed that:
12

13 Princess is one of several “operating lines” that together comprise the
14 “Carnival Group” of companies. Princess and the other cruise ship operating
15 lines are semiautonomous entities within the Carnival Corporation and
16 Carnival plc (formerly P&O Princess Cruises plc) corporate umbrella.
17 Carnival Corporation and Carnival plc (“Carnival Corporation & plc”) currently monitors and supervises environmental, safety, security, and regulatory requirements for Princess and other Carnival brands.⁹
18

19 18. Carnival represented in the “Plea Agreement” that it had authority to appear
20 on behalf of Princess and was authorized to enter a plea of guilty on its behalf.¹⁰

21 19. Moreover, in agreements and orders entered to resolve superseding petitions
22 in the same action, Carnival represented it would do more than monitor and supervise, as
23 it mentioned in the 2016 plea agreement;¹¹ it subsequently agreed to “restructure its
24

25
26 ⁹ Joint Factual Statement at p. 1, *United States v. Princess Cruise Lines, Ltd.*, No. 16-CR-
27 20897-PAS (S.D. Fla. Dec. 1, 2016), ECF No. 2-1.

28 ¹⁰ 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.

¹¹ *Id.*

existing corporate compliance governing authority;” “appoint a Chief Compliance Officer (“CCO”) and establish this senior corporate officer position with *authority* and substantial *control* to oversee the implementation of the Company’s overall compliance functions;” and “provide the CCO and [Corporate Compliance Manager] each with the *authority* and stature, budgets, staff, and the ability to implement changes, including the *ability to direct change* and action in each of the brands,”¹² which includes Princess.

20. Carnival also directed Princess’s operations in response to the outbreak of the novel coronavirus,¹³ including aboard the *Coral Princess*. Evidence of Carnival’s control can be found in a press release it issued on February 12, 2020, gallingly, to provide an early report on the impact coronavirus would have on its share price. The press release *Carnival* issued on its website stated “[t]he company’s [i.e., Carnival’s] medical experts are coordinating closely with the U.S. Centers for Disease Control and Prevention and the World Health Organization to implement enhanced screening,

¹² Proposed Agreement for the Court’s Consideration Resolving Superseding Petition for Summons for Offender Under Supervision Dated April 26, 2019 at pp. 2-3, *United States v. Princess Cruise Lines, Ltd.*, No. 16-CR-20897-PAS (S.D. Fla. June 3, 2019), ECF No. 134 (emphasis added); see also Order Accepting Proposed Settlement, *United States v. Princess Cruise Lines, Ltd.*, No. 16-CR-20897-PAS (S.D. Fla. June 6, 2019), ECF No. 143.

¹³ Helen Coster, *Carnival CEO Defends Company’s Safety Record as Cruise Industry Remains Grounded*, Reuters (Apr. 16, 2020), <https://www.reuters.com/article/us-health-coronavirus-carnival/carnival-ceo-defends-companys-safety-record-as-cruise-industry-remains-grounded-idUSKBN21Y3H3> (“On the *Grand Princess*, Arnold [the CEO of Carnival] said, ‘we worked with the CDC, we worked with all the local authorities there — the governor, the ports, and as everybody figured out what they wanted to do. And we were in compliance with each of them.’”) (emphasis added).

1 prevention and control measures for its guests, crew and ships.”¹⁴ Moreover, the Mayor
 2 of Miami-Dade County told the *Washington Post* that “Carnival Corp., the parent
 3 company of Princess Cruises, arranged for two [passengers infected with COVID-19] to
 4 go to a Miami hospital and another two to go to a hospital in Tampa[.]”¹⁵

6 21. Further showing Carnival’s control of Princess’s response to the novel
 7 coronavirus, communications to passengers about COVID-19 and their exposure to the
 8 virus aboard cruise ships, including the *Coral Princess*, were communicated by Dr. Grant
 9 Tarling, who holds himself out to be the Chief Medical Officer for both Carnival and
 10 Princess.¹⁶

13 22. Defendants Carnival and Princess are therefore agents of each other with
 14 respect to the factual matters alleged herein, and further acted as alter egos of each other
 15 such that the corporate form should be disregarded.
 16

22 ¹⁴ *Carnival Corporation & plc Update on Financial Impact of Coronavirus*, Carnival
 23 Corporation & plc (Feb. 12, 2020), [https://www.carnivalcorp.com/news-releases/news-](https://www.carnivalcorp.com/news-releases/news-release-details/carnival-corporation-plc-update-financial-impact-coronavirus)
 24 [release-details/carnival-corporation-plc-update-financial-impact-coronavirus](https://www.carnivalcorp.com/news-releases/news-release-details/carnival-corporation-plc-update-financial-impact-coronavirus) (emphasis
 added).

25 ¹⁵ Hannah Sampson, *Two Passengers Dead on Coral Princess Cruise Ship in Miami, as*
 26 *Most Passengers Prepare to Leave*, Wash. Post (Apr. 4, 2020), [https://www.](https://www.washingtonpost.com/travel/2020/04/04/two-passengers-dead-coral-princess-cruise-ship-captain-says/)
 27 [washingtonpost.com/travel/2020/04/04/two-passengers-dead-coral-princess-cruise-ship-](https://www.washingtonpost.com/travel/2020/04/04/two-passengers-dead-coral-princess-cruise-ship-captain-says/)
 captain-says/.

28 ¹⁶ *About Dr. Grant Tarling, MD, MPH – Chief Medical Officer*, Princess, [https://www.](https://www.princess.com/news/notices_and_advisories/notices/dr-grant-tarling-chief-medical-officer.html)
[princess.com/news/notices_and_advisories/notices/dr-grant-tarling-chief-medical-](https://www.princess.com/news/notices_and_advisories/notices/dr-grant-tarling-chief-medical-officer.html)
[officer.html](https://www.princess.com/news/notices_and_advisories/notices/dr-grant-tarling-chief-medical-officer.html) (last visited Sept. 17, 2020).

IV. FACTUAL ALLEGATIONS

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

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

24. SARS-CoV-2, commonly known as COVID-19, is an extremely contagious disease caused by the novel coronavirus.

25. Early studies indicate COVID-19 can take upwards of 14 days before manifesting itself in a wide-range of symptoms, including fever and chills, muscle and body aches, fatigue, shortness of breath or difficulty breathing, allergy-like symptoms such as a sore throat and coughing, loss of taste, nausea and vomiting, diarrhea, organ damage like myocarditis, neurological deficits, and death.¹⁷

26. Because it is novel, the symptoms associated with the virus, the long-term effects of it on the body, and its longevity are not well known. The “[l]ong-term sequelae [i.e., effects] of COVID-19 are unknown (as are many aspects of the acute disease).”¹⁸ But clinicians do know that “[w]eeks and months after the onset of acute COVID-19, people continue to suffer.”¹⁹ For example, “Paul Garner, a professor of epidemiology at

¹⁷ *Interim Clinical Guidance for Management of Patients with Confirmed Coronavirus Disease (COVID-19)*, Ctrs. for Disease Control & Prevention (updated Sept. 10, 2020), <https://www.cdc.gov/coronavirus/2019-ncov/hcp/clinical-guidance-management-patients.html>.

¹⁸ Dana Yelin et al., *Long-Term Consequences of COVID-19: Research Needs* at p. 1, *The Lancet: Infection Diseases* (Sept. 1, 2020), <https://www.thelancet.com/action/showPdf?pii=S1473-3099%2820%2930701-5>.

¹⁹ *Id.*

1 Liverpool School of Tropical Medicine, UK, wrote on the 95th day after the onset of
 2 symptoms that ‘I am unable to be out of bed for more than three hours at a stretch, my
 3 arms and legs are permanently fizzing as if injected with Szechuan peppercorns, I have
 4 ringing in the ears, intermittent brain fog, palpitations, and dramatic mood swings.’ ”²⁰

5
 6 27. Even after the acute symptoms of COVID-19 have dissipated and the patient
 7 had otherwise “recovered,” clinicians have found abnormal cardiovascular MRIs in a
 8 high proportion of patients (78 of 100) and many patients reported dyspnoea and unusual
 9 fatigue.²¹ And these “patients are not only those recovering from the severe form of the
 10 acute disease ([i.e.], post intensive care syndrome), but also those who had mild and
 11 moderate disease.”²² This is consistent with the findings of other doctors who have
 12 treated young and otherwise healthy individuals who initially experienced mild or no
 13 symptoms and later had a stroke.²³

14
 15 28. In sum, clinicians are just beginning to investigate the long-term effects of
 16 COVID-19, including whether it causes diabetes,²⁴ other metabolic disorders, and lung
 17 disease, among others.²⁵

21
 22
 23 ²⁰ *Id.*

24 ²¹ *Id.*

25 ²² *Id.*

26 ²³ Ariana Eunjung Cha, *Young and Middle-Aged People, Barely Sick with COVID-19, are*
 27 *Dying of Strokes*, Wash. Post (Apr. 25, 2020), [https://www.washingtonpost.com/health/](https://www.washingtonpost.com/health/2020/04/24/strokes-coronavirus-young-patients/)
 28 [2020/04/24/strokes-coronavirus-young-patients/](https://www.washingtonpost.com/health/2020/04/24/strokes-coronavirus-young-patients/).

²⁴ Francesco Rubino et al., *New-Onset Diabetes in COVID-19*, New England J. of Med.
 (Aug. 20, 2020), [https://www.nejm.org/doi/pdf/10.1056/NEJMc2018688?articleTools](https://www.nejm.org/doi/pdf/10.1056/NEJMc2018688?articleTools=true)
[=true](https://www.nejm.org/doi/pdf/10.1056/NEJMc2018688?articleTools=true).

²⁵ See Yelin et al., *supra* note 18, at p. 1.

1 29. COVID-19 can be fatal. The elderly and immunocompromised are
2 particularly vulnerable to severe cases of COVID-19, and they are among the cruise
3 lines' most loyal and valuable passengers.²⁶

4
5 30. When this action was initially filed, there had been nearly 13 million
6 confirmed COVID-19 cases worldwide and over 570,000 global COVID-19 related
7 deaths. There have now been more than 28 million confirmed cases and almost a million
8 deaths. In the United States, the infection count stands at over 6,300,000 confirmed
9 COVID-19 cases and over 191,000 COVID-19-related deaths. The numbers of confirmed
10 cases and death likely undercount the true number of cases and number of deaths caused
11 by COVID-19.
12

13
14 31. On January 30, 2020, the World Health Organization (“**WHO**”) convened
15 the IHR Emergency Committee, declaring COVID-19 a global public health
16 emergency.²⁷ In the WHO’s “Situation Report” released on the same day, the
17 organization confirmed 7,736 total cases in China and 82 confirmed cases in 18 countries
18 outside China, acknowledging a high rate of spread through person-to-person contact.²⁸
19 The WHO determined a risk assessment as “[v]ery [h]igh” for China and “[h]igh” at a
20 global level.²⁹
21
22
23

24
25 ²⁶ See *supra* note 17.

26 ²⁷ *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>.

27 ²⁸ *Novel Coronavirus (2019-nCov) Situation Report – 10* at p. 1, WHO (Jan. 30, 2020),
https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200130-sitrep-10-ncov.pdf?sfvrsn=d0b2e480_2.

28 ²⁹ *Id.*

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

33. Due to the nature of COVID-19 and its ability to spread in close quarters, cruise ships are inherently prone to outbreaks.³⁰ Indeed, cruise ships have always been vulnerable to the spread of disease and infection due to the nature of crowded, enclosed and semi-enclosed areas, the increased exposure to new environments, and limited medical resources.³¹

34. Both Carnival and Princess were well aware of the heightened risks their operations posed for diseases. Dr. Grant Tarling, the Chief Medical Officer for Carnival and its cruise lines like Princess,³² co-authored a report in 2017 concerning the spread of

³⁰ Vivek Kak, *Infections on Cruise Ships* at p. 1, Microbiology Spectrum (Aug. 7, 2015), <https://www.asmscience.org/docserver/fulltext/microbiolspec/3/4/IOL5-0007-2015.pdf?expires=1600369121&id=id&accname=guest&checksum=96D5A0ECBF5E0F3EDD366C579B1B6E13> (“The presence of large numbers of individuals in close proximity to each other facilitates transmission of infectious diseases, often through person-to-person spread or via contaminated food or water.”); Androula Pavli et al., *Respiratory Infections and Gastrointestinal Illness on a Cruise Ship: A Three-Year Prospective Study*, 14 Travel Med. & Infectious Disease 389 (July-Aug. 2016), <https://www.sciencedirect.com/science/article/abs/pii/S1477893916300680?via%3Dihub>.

³¹ Kara Tardivel et al., *Cruise Ship Travel*, Ctrs. for Disease Control & Prevention, <https://wwwnc.cdc.gov/travel/yellowbook/2020/travel-by-air-land-sea/cruise-ship-travel> (last visited Sept. 17, 2020).

³² *Supra* note 16 (noting that “Dr. Grant Tarling is Group Senior Vice President and Chief Medical Officer for the Carnival Corporation’s world’s leading cruise lines including

1 “influenza and other respiratory viruses among ill crew members and passengers on
 2 select cruise ships.”³³ After completing a three-year project, Dr. Tarling and his
 3 colleagues concluded the “high yield of positive results . . . reinforces the need to bolster
 4 influenza prevention and control activities on cruise ships.”³⁴

5
 6 35. Carnival and Princess also knew there were substantial risks for those on the
 7 *Coral Princess* specifically, which has experienced significant viral outbreaks at least
 8 ***eight times*** since 2004.³⁵

9
 10 36. Given that track record, it is perhaps unsurprising that the Centers for
 11 Disease Control and Prevention (“**CDC**”) found 60 violations during its inspections of
 12 the *Coral Princess* in 2018 as part of the Vessel Sanitation Program. Among the
 13 violations the CDC found were handwashing stations out-of-order, sanitizing solutions
 14 that were not themselves sanitary, sanitizing machines that had been out of order for
 15 more than a year, buffet lines in “disrepair,” soiled food stations, “encrusted brown
 16 residue,” and many areas that had not been cleaned recently, to name a few.³⁶ Worse yet,
 17
 18
 19
 20
 21
 22

23 Carnival Cruise Line, Princess Cruises, Holland America Line, Seabourn, P&O
 24 Australia and HAP Alaska.”).

25 ³³ Rogers et al., *supra* note 1, at p. 1.

26 ³⁴ *Id.*

27 ³⁵ See *Outbreak Updates for International Cruise Ships*, Ctrs. for Disease Control &
 28 Prevention, <https://www.cdc.gov/nceh/vsp/surv/gilist.htm> (last visited Sept. 17, 2020).

³⁶ Inspection Detail Reports for Cruise Ship *Coral Princess*, Inspection Dates June 23,
 2018 & Dec. 22, 2018, Ctrs. for Disease Control & Prevention,
[https://wwwn.cdc.gov/InspectionQueryTool/InspectionDetailReport.aspx?ColI=MTkzM
 DA2ODQ%3d-S1lD9M3LcSM%3d](https://wwwn.cdc.gov/InspectionQueryTool/InspectionDetailReport.aspx?ColI=MTkzM DA2ODQ%3d-S1lD9M3LcSM%3d).

1 Carnival and Princess failed to file a required Corrective Action Report³⁷ detailing “the
2 corrective action taken.”³⁸

3
4 37. In short, prior to the appearance of COVID-19, Carnival and Princess knew
5 there was a substantial risk of transmitting viruses on their ships generally and on the
6 *Coral Princess* specifically. And, following the appearance of COVID-19, Carnival and
7 Princess quickly became aware that their ships were breeding grounds for the spread of
8 the virus, and seeded the virus across communities worldwide.

9
10 38. On January 27, 2020, experts in the European Union released their first
11 version of guidelines to assist with the probable impact of COVID-19 on cruise ships.³⁹
12 The guidelines urged cruise companies to provide pre-travel information about the risks
13 of COVID-19. In the event of a COVID-19 case aboard a cruise, the guidelines
14 recommended quarantining confirmed and suspect cases with active tracing and
15 surveillance of those they came in contact with.⁴⁰
16
17
18
19
20

21 ³⁷ *Vessel Sanitation Program*, Ctrs. for Disease Control & Prevention, <https://wwwn.cdc.gov/InspectionQueryTool/InspectionCorrectiveActionMessage.aspx> (last visited Sept.
22 17, 2020).

23 ³⁸ *Vessel Sanitation Program 2018 Operations Manual* § 12.6.1.1, Ctrs. for Disease
24 Control & Prevention, https://www.cdc.gov/nceh/vsp/docs/vsp_operations_manual_2018-508.pdf (“Signed corrective-action statements must be submitted to the VSP Chief
25 by the master, owner, or operator within 2 weeks of receiving the final inspection
26 report.”).

27 ³⁹ *Advice for Ship Operators for Preparedness and Response to the Outbreak of Novel
28 Coronavirus (2019-nCoV) Infection*, Healthy Gateways (Jan. 27, 2020), https://www.deutsche-flagge.de/de/redaktion/dokumente/dokumente-sonstige/3_eu_healthy_gateways_wuhan_outbreak_advice_maritime_27-1-2020-1.pdf.

⁴⁰ *Id.*

1 39. In early February 2020, Dr. Anthony S. Fauci, the United States top
 2 infectious disease expert declared his concern for passengers and crew traveling on cruise
 3 ships: “People on a large ship, all together, at the same time, all the time — you couldn’t
 4 ask for a better incubator for infection[.]”⁴¹

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

8 40. Outlined below is a timeline of events relevant to this action, focusing on the
 9 highly publicized outbreaks aboard the *Diamond Princess* and *Grand Princess*, with most
 10 events predating the *Coral Princess*’s departure on March 5, 2020. As shown through this
 11 timeline, Defendants had knowledge of the dangerous health and safety risks associated
 12 with COVID-19 and the risk of it spreading within the confined quarters of a cruise ship.
 13 By the time the *Coral Princess* left the port of Valparaíso on March 5, 2020, the deadly
 14 progression of COVID-19’s spread aboard a cruise vessel had been clearly established.

17 41. In early February 2020, one of the first outbreaks of COVID-19 to capture
 18 global attention happened on the *Diamond Princess*, a cruise ship owned by Carnival
 19 Corporation and Carnival plc and operated by Princess Cruise Lines. The outbreak
 20 originated while docked in Yokohama, Japan. Aboard the *Diamond Princess* were 2,666
 21 passengers and 1,045 crew members from a combined total of 56 countries.⁴²

26 ⁴¹ David Leonhardt, *Why Did Cruise Ships Keep Sailing?*, N.Y. Times (Apr. 27, 2020),
 27 <https://www.nytimes.com/2020/04/27/opinion/coronavirus-cruise-celebrity-eclipse.html>.

28 ⁴² Eisuke Nakazawa et al., *Chronology of COVID-19 Cases on the Diamond Princess Cruise Ship and Ethical Considerations: A Report from Japan* at p. 1, Disaster Med. &

42. On February 1, 2020, Hong Kong's government confirmed that an 80-year-old male passenger who had disembarked the *Diamond Princess* on January 25 tested positive for COVID-19.⁴³ Although the first *Diamond Princess* passenger was diagnosed February 1, Defendants did not alert, warn, or announce anything on board the vessel until February 3, nearly 48 hours later.⁴⁴

43. After receiving a clear warning sent by an epidemiologist from the government of Hong Kong, seemingly nothing was done aboard the ship.⁴⁵ The ship did not establish quarantine, instead waiting until Japanese officials took the action Carnival and Princess failed to, ordering quarantine on February 5. 10 more positive COVID-19 cases were confirmed around February 5, 2020.

44. Within days, that number increased to 66 new cases. The outbreak then ballooned to over 700 cases, in which 14 people tragically lost their lives.⁴⁶ Carnival and Princess had confirmed 691 of these cases as COVID-19 by February 23, 2020,⁴⁷ and had

Pub. Health Preparedness (Mar. 24, 2020), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7156812/pdf/S1935789320000506a.pdf>.

⁴³ *Id.*

⁴⁴ Matt Apuzzo et al., *Failures on the Diamond Princess Shadow Another Cruise Ship Outbreak*, N.Y. Times (updated Mar. 10, 2020), <https://www.nytimes.com/2020/03/08/world/asia/coronavirus-cruise-ship.html>.

⁴⁵ Doug Bock Clark, *Inside the Nightmare Voyage of the Diamond Princess*, GQ (Apr. 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.

⁴⁶ Lauren Smiley, *27 Days in Tokyo Bay: What Happened on the Diamond Princess*, Wired (Apr. 30, 2020), <https://www.wired.com/story/diamond-princess-coronavirus-covid-19-tokyo-bay/>.

⁴⁷ Nakazawa et al., *supra* note 42, at p. 1.

1 concluded at least two of the deaths were attributable to COVID-19 by February 19,
2 2020⁴⁸—more than two weeks before the *Coral Princess* would set sail.

3
4 45. As thousands of passengers aboard the *Diamond Princess* found themselves
5 confined to their small cabin rooms and crew members were required to step into a role
6 they were never trained for, days passed, and passengers grew understandably restless.
7
8 Some even hung banners off the side of the ship, crafted out of cabin bedsheets and
9 painted with pleas for help. One read: “Serious lack of medicine, lack of information.”⁴⁹

10
11 46. Many crew members and staff aboard the *Diamond Princess* were rightfully
12 scared for their lives. It was reported that food service workers would “deliver[] food and
13 then run[] back to their cabins to jump into scalding showers or wash their hands in hot
14 water until they hurt.”⁵⁰ “Later, a report released by the CDC validated this fear, noting
15 that in the early stages of the outbreak three-fourths of all the infected crew members
16 were food service workers—employees who could easily spread the disease to other crew
17 and passengers.”⁵¹

18
19
20 47. In reference to the *Diamond Princess*, Eva Lee, an infectious disease
21 specialist at the Georgia Institute of Technology, sent an email to health experts
22
23
24
25

26 ⁴⁸ *Japan Reports Two Deaths Among Cruise Ship Passengers*, N.Y. Times (updated Mar.
27 12, 2020), <https://www.nytimes.com/2020/02/19/world/asia/china-coronavirus.html>.

28 ⁴⁹ Clark, *supra* note 45.

⁵⁰ *Id.*

⁵¹ *Id.*

1 investigating the rate of spread, calling the quarantine process on the ship a “quarantine
2 nightmare with miss[ed] opportunities and missteps.”⁵²
3

4 48. The disembarkation process was also a chaotic disaster. Passengers aboard
5 the *Diamond Princess* report that they “spent three hours idling on the pier and then, once
6 they drove to the airport, sat on the tarmac for two more hours. Now, as the delay
7 extended into a sixth hour, the passengers were nearing revolt. They were exhausted. And
8 more problematically for the largely elderly passengers: The buses had no bathrooms.”⁵³
9

10 49. With *Diamond Princess* being one of the first cruise ships to experience a
11 severe COVID-19 outbreak, Carnival and Princess confronted a new situation in seeking
12 to control the infection. But the risk of infection through person-to-person contact was
13 well known by early February and Carnival and Princess each knew then of the potential
14 disaster that loomed if they failed to take appropriate precautions. It was not only about
15 combating the spread of COVID-19 on the *Diamond Princess*, but also the possibility of
16 spreading the virus on subsequent voyages and to the communities to which passengers
17 returned. In short, this was about public health. The *Diamond Princess* became Carnival
18 and Princess’s early model, but they failed to learn and move forward properly.
19
20
21

22 50. The consequences of Carnival and Princess’s failure to take appropriate
23 precautions and to learn from the *Diamond Princess* led to another high-profile tragedy.
24 The *Grand Princess*, also owned by Carnival and operated by Princess, reveals Carnival
25
26

27 ⁵² Smiley, *supra* note 46.

28 ⁵³ Clark, *supra* note 45.

1 and Princess's failure to take appropriate precautionary measures. Instead of
 2 implementing policies and procedures to prevent and curb the spread of COVID-19, both
 3 Carnival and Princess failed to take appropriate action and, instead, jeopardized the
 4 health and safety of thousands of passengers and crew members on back-to-back
 5 voyages, and the health of the public.
 6
 7

8 51. In late February, Dr. Grant Tarling, the Group Senior Vice President and
 9 Chief Medical Officer for Carnival and its subsidiaries, including Princess, reported in a
 10 videotaped message on the company's website that its ships would take temperatures of
 11 all boarding guests, give out hand sanitizer, and closely check passports to screen for
 12 passengers coming from high-risk areas.⁵⁴ But Carnival and Princess did not implement
 13 those precautions according to passengers on the *Grand Princess* and the *Coral*
 14 *Princess*.⁵⁵
 15
 16

17 52. On February 11, 2020, Carnival and Princess operated a "10-Night Mexican
 18 Riviera" roundtrip voyage from San Francisco to Mexico aboard the *Grand Princess*. On
 19 or around February 19, 2020, it was known that at least one passenger on this voyage was
 20 suffering from COVID-19 symptoms. The passenger, a man from Placer County,
 21 California, was hospitalized for persistent and severe symptoms. He later died on March
 22 4, 2020, a day before the *Coral Princess* set sail.⁵⁶
 23
 24
 25

26 ⁵⁴ Dr. Grant Tarling Medical Update with Enhanced Screening and Preventive Health
 27 Measures, YouTube (Feb. 29, 2020), <https://www.youtube.com/watch?v=kSOuXwmh9Lo>.
 28

⁵⁵ McNish et al., *supra* note 2.

⁵⁶ *Id.*

1 53. Yet the *Grand Princess* proceeded with the next leg of the trip without
2 taking appropriate precautions. The *Grand Princess* returned to the Port of San Francisco
3 on February 21, 2020. Most passengers on the “10-night Mexican Riviera” voyage
4 disembarked, though some remained onboard to travel on the ship’s subsequent trip to
5 Hawaii.
6

7
8 54. On information and belief, Carnival and Princess did not impose any
9 medical screenings or examination procedures despite the fact that a passenger on the
10 prior *Grand Princess* voyage had sought medical treatment on board for “acute
11 respiratory symptoms,” ultimately determined to be COVID-19. Nor did Carnival or
12 Princess undertake appropriate sanitization or disinfecting measures between the Mexico
13 and Hawaii voyages. Instead, after the passenger being treated for COVID-19 left the
14 ship, rather than disinfect or sanitize or even advise the remaining passengers to take
15 extra care, Carnival and Princess advertised, marketed, sold, and profited (directly or
16 indirectly) from new passengers they invited to fill the remaining spots the others had just
17 left open.
18
19
20

21 55. Carnival and Princess did not inform passengers boarding the *Grand*
22 *Princess* that a person experiencing COVID-19 symptoms had just disembarked or that
23 passengers and crew who may have been exposed or infected during the previous leg to
24 Mexico remained onboard for the journey to Hawaii.
25

26 56. It was not until February 25, 2020 that Carnival and Princess emailed
27 passengers that had traveled on the *Grand Princess* trip to Mexico to alert them that some
28

1 of their fellow passengers had suffered from COVID-19 symptoms and that they may
2 have been exposed.

3
4 57. A health advisory was finally put into place on the *Grand Princess* on March
5 4, 2020, which alerted passengers to the investigation of what Carnival and Princess
6 referred to as a “small cluster of COVID-19 (coronavirus) cases in Northern California
7 connected to” the *Grand Princess* Mexico trip, and informed passengers of their potential
8 exposure to the virus.⁵⁷ Besides informing passengers weeks after their exposure,
9 Carnival and Princess did not implement any contact tracing or attempt to inform anyone
10 their passengers may have exposed to COVID-19.
11
12

13 58. What Carnival and Princess characterized as a “small cluster,” was in fact a
14 “seeding” event, whereby “[r]eturn[ing] passengers . . . seeded outbreaks in countries
15 including the United States.”⁵⁸ By March 4—almost two weeks after the *Grand Princess*
16 seeded the shores of California with a “small cluster of COVID-19 (coronavirus)
17 cases”⁵⁹—California was monitoring “some 9,400 people for the illness in 49 counties,”
18 and had confirmed 53 cases, including the death of one California man who had fallen ill
19 aboard the *Grand Princess*.⁶⁰
20
21
22
23

24 ⁵⁷ *Grand Princess Updates: Dr. Grant Tarling, Guest Health Advisory – Coronavirus,*
25 *Princess* (Mar. 4, 2020), [https://www.princess.com/news/notices_and_advisories/](https://www.princess.com/news/notices_and_advisories/notices/grand-princess-updates.html)
26 [notices/grand-princess-updates.html](https://www.princess.com/news/notices_and_advisories/notices/grand-princess-updates.html).

27 ⁵⁸ Smriti Mallapaty, *What the Cruise-Ship Outbreaks Reveal About COVID-19*, *Nature*
(Mar. 26, 2020), <https://www.nature.com/articles/d41586-020-00885-w>.

28 ⁵⁹ *Supra* note 57.

⁶⁰ *Newsome Declares State of Emergency Amid Coronavirus Spread, Blocks Cruise Ship*
from SF Port, CBS SF BayArea (Mar. 4, 2020), <https://sanfrancisco.cbslocal.com/>

59. Spurred by the COVID-19 outbreak on the *Grand Princess* and concern for the health of the public, California Governor Gavin Newsom declared a State of Emergency on March 4, 2020 to manage the spread in California.⁶¹ The State of California refused to allow the *Grand Princess* into the port of San Francisco, forcing the ship to anchor off the coast. Governor Newsom stated at a press conference that there were 11 passengers and 10 crew members experiencing symptoms.⁶²

60. Finally, the *Grand Princess* was able to pull into port on March 9 in Oakland, California, where the CDC mostly took over. Like those aboard the *Diamond Princess*, the passengers endured an additional 14-day quarantine after disembarking before being allowed to travel home.

61. “Ultimately, more than 130 people aboard the [*Grand Princess*] tested positive, and at least six have died, including five passengers and one crew member[.]”⁶³

[2020/03/04/california-gov-newsom-declares-state-of-emergency-amid-coronavirus-spread-1st-death-in-state/](https://www.sfdph.org/dph/IDDC/Pages/2020/03/04/california-gov-newsom-declares-state-of-emergency-amid-coronavirus-spread-1st-death-in-state/).

⁶¹ Governor Newsom Declares State of Emergency to Help State Prepare for Broader Spread of COVID-19, CA.gov (Mar. 4, 2020), <https://www.gov.ca.gov/2020/03/04/governor-newsom-declares-state-of-emergency-to-help-state-prepare-for-broader-spread-of-covid-19/>.

⁶² Victoria Colliver, *California Declares Coronavirus State of Emergency, Orders SF-Bound Cruise Ship to Remain in Pacific*, Politico (Mar. 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>.

⁶³ Rosalind S. Helderman et al., *The Pandemic at Sea*, Wash. Post (Apr. 25, 2020), <https://www.washingtonpost.com/graphics/2020/politics/cruise-ships-coronavirus/>.

62. Carnival ships became virus hot spots, “resulting in more than 1,500 positive infections and at least 39 fatalities,”⁶⁴ at sea and seeding an untold number of coronavirus cases across the globe, exacerbating a global pandemic.⁶⁵

63. According to many health experts, the decision to keep sailing for weeks after the coronavirus was detected in early February contributed to the mounting toll of cases.⁶⁶

64. It has been reported that seven ships owned by Carnival accounted for 49 of the roughly 70 deaths of passengers and crew with COVID-19 on vessels that began voyages or boarded new passengers in the first two weeks of March.⁶⁷

C. Defendants Failed to Take Appropriate Actions

65. Carnival and Princess’s operations of cruise ships generally and their response to the outbreak of COVID-19 on the *Diamond Princess* and *Grand Princess* specifically demonstrate their knowledge of the severity of COVID-19 and how it could spread quickly and fatally before Plaintiff O’Neill and other proposed class members boarded the *Coral Princess*.

66. Despite their knowledge, Carnival and Princess failed to take reasonable and appropriate steps, including to: advise Plaintiff O’Neill and other proposed class

⁶⁴ Austin Carr & Chris Palmeri, *Socially Distance This: Carnival Executives Knew They Had a Virus Problem, But Kept the Party Going*, Bloomberg (Apr. 16, 2020), <https://www.bloomberg.com/features/2020-carnival-cruise-coronavirus/>.

⁶⁵ Mallapaty, *supra* note 58.

⁶⁶ Helderman et al., *supra* note 63.

⁶⁷ McNish et al., *supra* note 2.

1 members of the risks; comply with the CDC's Vessel Sanitation Program's Operations
2 Manual; remedy past violations found by prior inspections conducted by the Vessel
3 Sanitation Program; sanitize the ship before passengers boarded; screen passengers and
4 crew members before boarding the *Coral Princess*; provide personal protective
5 equipment to passengers and crew members aboard the *Coral Princess*; socially distance
6 passengers and crew members; test passengers and crew aboard the *Coral Princess* for
7 COVID-19-like symptoms; quarantine or remove passengers or crew presenting with
8 symptoms consistent with COVID-19; evacuate passengers when the virus was
9 discovered on board; and allowing the *Coral Princess* to depart on March 5, 2020.
10
11

12
13 67. Carnival and Princess's decision to sail the *Coral Princess* without
14 undertaking reasonable and appropriate stems after the outbreak onboard the *Diamond*
15 *Princess* and *Grand Princess* reflects a reckless disregard for the health and safety of all
16 passengers and crew on the *Coral Princess*, not to mention the health of the communities
17 to which the passengers and crew returned.
18
19

20 68. A study conducted by the *Journal of Travel Medicine*, modeling the
21 *Diamond Princess* epidemic, reached some sobering conclusions about the danger of
22 COVID-19 in close quarters and how the quarantine was mishandled.⁶⁸
23
24
25
26

27 ⁶⁸ J. Rocklöv et al., *COVID-19 Outbreak on the Diamond Princess Cruise Ship:*
28 *Estimating the Epidemic Potential and Effectiveness of Public Health Countermeasures*,
J. Travel Med. (Feb. 28, 2020), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7107563/pdf/taaa030.pdf>.

69. The rate of infection aboard the *Diamond Princess* quadrupled that of Wuhan, China. Revealing that if it was left unchecked, the disease would have eventually touched 79% of those on board, or 2,920 people.⁶⁹ With the eventual intervention, the outbreak on the *Diamond Princess* never hit those numbers. However, researchers revealed that if all passengers had been properly and safely evacuated from the *Diamond Princess* when COVID-19 was discovered, the outbreak could have been contained to 2%, or 76 people.⁷⁰

70. Overall, the approach to quarantine procedures across many vessels struggled to properly maintain the outbreak, even with the *Diamond Princess* as an example. The study ultimately concluded that the key factor for heightened spread: the ship itself.⁷¹ Essentially, it is a “floating petri dish” where “ ‘you’ve got passengers and crew members from different parts of the world mixing intimately and intensely for a short period of time,’ ” says Dr. Sanjaya Senanayake, an infectious diseases specialist at the Australian National University.⁷²

71. Combine a space already vulnerable to the spread of infection with a novel, highly-contagious virus, and no stringent precautions in place, and the result jeopardized the health and safety of thousands of passengers and crew time and again across multiple

⁶⁹ *Id.* at p. 8.

⁷⁰ *Id.*

⁷¹ *Id.* at p. 9.

⁷² Yvette Tan, *Coronavirus: Are Cruise Ships Really ‘Floating Petri Dishes’?*, BBC News (Feb. 12, 2020), <https://www.bbc.com/news/world-asia-51470603>.

1 vessels and voyages. The slow response and refusal to acknowledge initial warnings
2 facilitated the early spread of the COVID-19 virus across cruise vessels and the world.
3

4 72. After the initial outbreak on the *Diamond Princess*, precautions, warnings,
5 and sanitization measures were never enforced on the *Grand Princess*, the *Coral*
6 *Princess*, or other subsequent voyages until it was too late.
7

8 73. Even more, the *Coral Princess* should have never set sail on March 5, 2020.
9 Aboard the *Grand Princess*, which sailed after the first known outbreak on the *Diamond*
10 *Princess*, passengers reported that the crew took no rigorous approach to coronavirus
11 screening. There were no temperature checks performed before boarding and no
12 individual questioning. The crew sent out a mass questionnaire with no follow up
13 procedures in place. Line dancing, tai chi, bars, restaurants, and buffets still proceeded on
14 the *Grand Princess* as normal, even with knowledge of confirmed and possible COVID-
15 19 cases. Even after passengers were informed of the possible COVID-19 concern by
16 loudspeaker announcement, passengers were still permitted to don formal attire for an
17 evening meal featuring lobster tail.⁷³
18
19
20

21 74. Events were still held despite knowledge of COVID-19 outbreaks on various
22 vessels and the danger associated with its spread in close quarters. A quarantine on the
23 *Grand Princess* for passengers was not enforced until about March 5, 2020, an entire
24
25

26
27 ⁷³ Letitia Stein et al., *Diamond Princess, Grand Princess Cruise Line Had High Rates of*
28 *Illness Even Before Coronavirus*, USA Today (updated Mar. 22, 2020), <https://www.usatoday.com/story/news/investigations/2020/03/20/before-coronavirus-princess-cruises-saw-outbreaks-alarming-rates/5047508002/>.

1 month after the *Diamond Princess* diagnosed its first cluster of COVID-19 positive
2 passengers. Until then, everyone was vacationing and having a good time with activities
3 continuing as relatively normal.
4

5 75. The events reported by passengers aboard the *Grand Princess*, an earlier
6 voyage than the *Coral Princess*, demonstrate both Carnival and Princess's failure to take
7 appropriate actions. Unfortunately, the *Coral Princess* experience paralleled that of the
8 *Grand Princess*, despite Carnival and Princess's knowledge of the peril passengers faced.
9

10 76. Even though Carnival and Princess knew for years their ships and operations
11 posed significant risks of spreading pathogens generally and have had first-hand
12 experience with COVID-19 spreading rampantly on their ships, they did not suspend
13 operations until all other members in Cruise Lines International Association ("CLIA")
14 also suspended operations. Only after the WHO officially and publicly declared a
15 pandemic in mid-March did CLIA members suspend operations.
16
17

18 **D. Passengers' and Plaintiff O'Neill's Experience Aboard the *Coral Princess***
19

20 77. The *Coral Princess*, on information and belief is owned by Carnival and
21 operated by Princess, and departed March 5, 2020, despite previous voyages that
22 experienced early outbreaks.
23

24 78. Similar to the *Diamond Princess* and *Grand Princess*, passengers aboard the
25 *Coral Princess* vessel reported that people were still able to attend films on deck, tai chi
26 classes, and dancing sessions, even as the virus spread on the ship. Even as port after port
27 turned the ship away due to the virus, the party went on.
28

1 79. On March 20, a letter from a senior physician assured passengers that their
2 risk of exposure was “near negligible.”⁷⁴ In the letter obtained by the *Washington Post*,
3 Defendants told passengers that: “Rest assured that, relatively speaking, *Coral Princess* is
4 probably one of the safest places in the world to be at this time[.]”⁷⁵

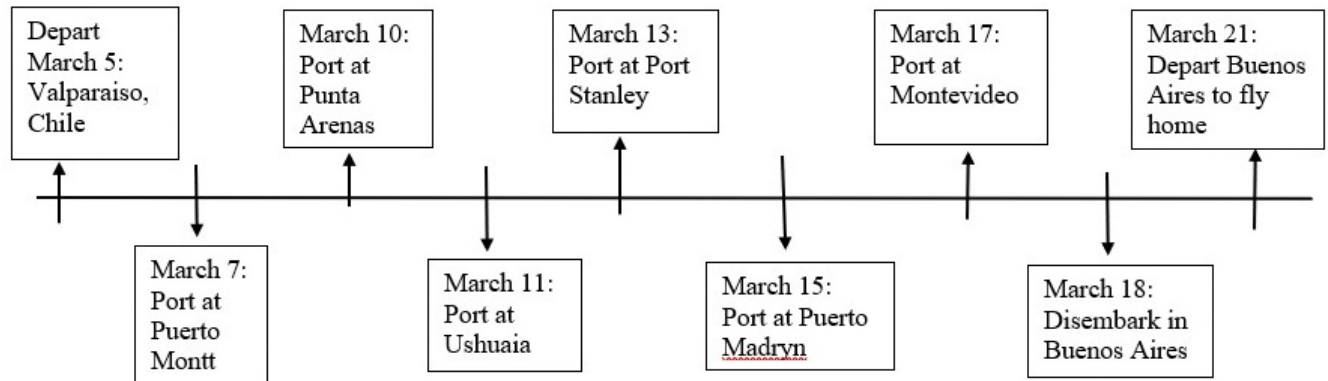
5
6 80. Plaintiff O’Neill later discovered the vessel was far from safe—instead it
7 was a health risk and a nightmare.

8
9 81. Plaintiff O’Neill departed on the *Coral Princess* on March 5, 2020 with her
10 husband of over 35 years, Mr. John Hutton. They were scheduled to return home on
11 March 22, 2020 with a few days to settle in and prepare for Mr. Hutton’s neurosurgery on
12 March 25. Little did they know their last landfall would be on March 13 and that they
13 would instead spend almost three additional weeks trapped in a cabin on the virulent
14 vessel. They would not return home until April 8, 2020, over two weeks later than
15 planned.
16
17
18
19
20
21
22
23
24
25
26
27

28 ⁷⁴ Helderman et al., *supra* note 63.

⁷⁵ *Id.*

Intended Itinerary of Plaintiff O'Neill's Trip with the *Coral Princess*



82. The cruise went along as normal for Plaintiff O'Neill and her husband until about March 14 when the captain announced that they would not be disembarking in Puerto Madryn, Argentina as scheduled on March 15. The Captain made no mention of illness.

83. The vessel departed from its itinerary, seeking a port that would allow it entry. The *Coral Princess* proceeded to Buenos Aires. Plaintiff O'Neill and her husband purchased two separate sets of airlines tickets from Buenos Aires, hoping to disembark the *Coral Princess* and return home. But they were not allowed to return home.

84. The *Coral Princess* then proceeded to Montevideo, Uruguay. Again, Plaintiff O'Neill and her husband purchased airlines tickets hoping to disembark the *Coral Princess* and return home. Again, they were not allowed to return home. Montevideo too closed the port to the *Coral Princess*.

1 85. The long haul at sea continued. Encountering closed port after closed port
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
5 Again, they were not allowed to disembark and travel to the airport.

6 86. On March 26, Plaintiff O'Neill visited the ship's doctor for shoulder pain.
7
8 Noticeably, the ship's nurse was stressed. Unbeknownst to Plaintiff O'Neill, many people
9 were extremely ill in sick bay. The ship did not announce the spread of illness until four
10 days after Plaintiff O'Neill visited the doctor. For those four days, passengers were kept
11 ignorant of the dire situation, instead encouraged to continue their cruising life as normal,
12 exercising, relaxing, eating, drinking, and dancing communally.
13

14 87. It was not until March 31 that anything changed. The Captain announced
15 simply, "all passengers please return to your cabins." Later that day, they were told that
16 dinner would be brought to the cabins and "an unusually high number of people" were
17 experiencing flu-like symptoms. It was then, after everyone had been socializing and
18 making purchases for about 26 days in an environment known to Carnival and Princess to
19 be susceptible to contagion that the passengers were advised to take any precautions.
20
21

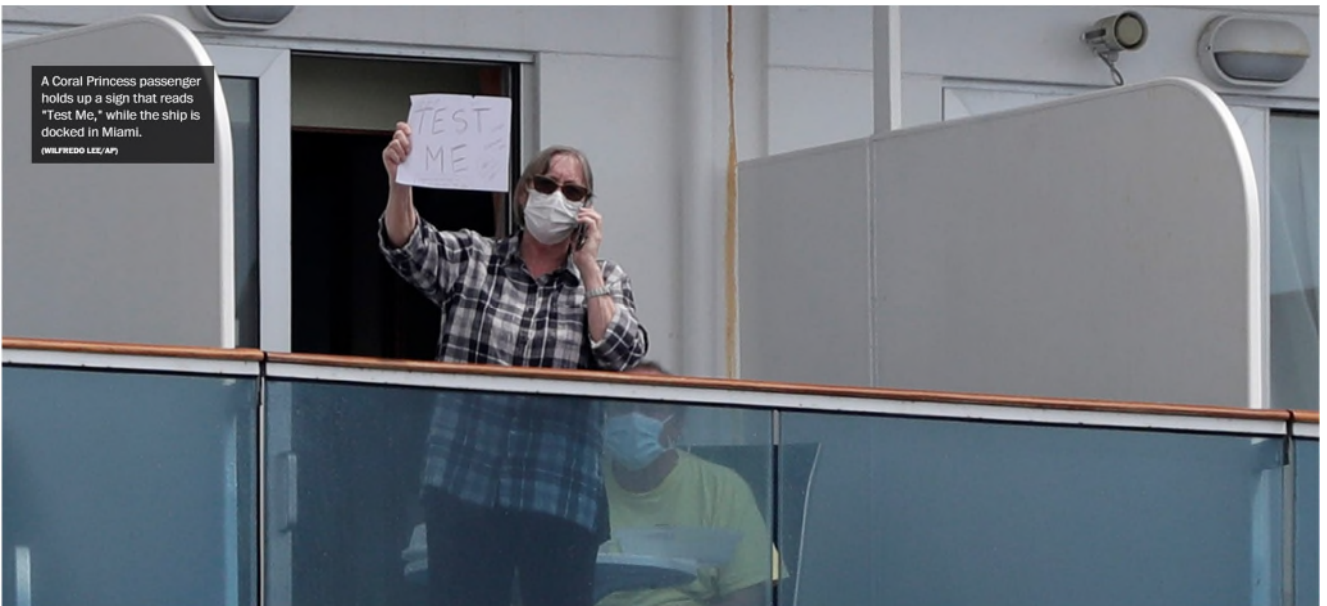
22 88. Passengers remained in their cabins for the duration of the cruise. Plaintiff
23 O'Neill and her husband's cabin was 21 paces from end to end.
24

25 89. Five days passed, and there were only three announcements, including:
26 "More people have reported to sick bay with flu like symptoms. We are sorry to say that
27
28

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

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

91. While docked in Miami with no answers from crew about disembarkation, Plaintiff O’Neill became desperate. She wrote “TEST ME” on a spare piece of paper, ultimately drawing media attention to their dire situation.⁷⁶ Simply, Plaintiff O’Neill wanted some answers to how her and her husband would be able to get back home safely.



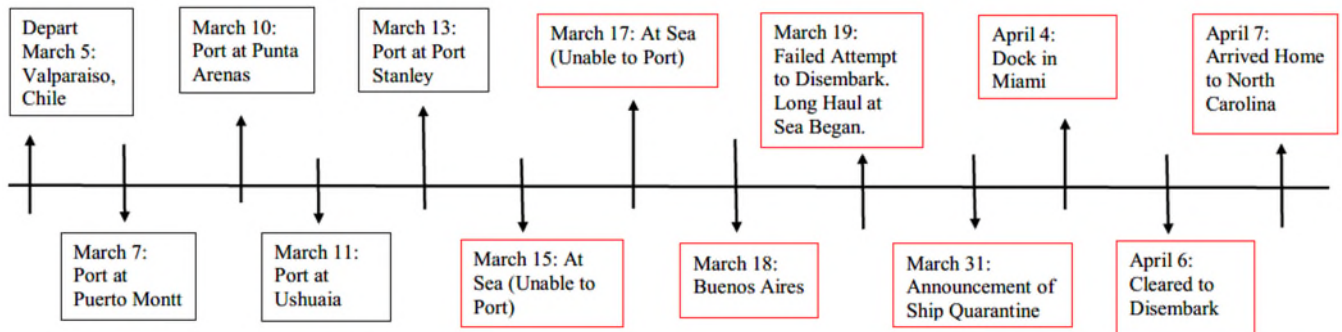
92. While on board, Plaintiff O’Neill developed a cough, her throat became scratchy, and she began to feel feverish. She called to guest services to request a thermometer but was told they did not have any. She then requested Tylenol, which guest

⁷⁶ Helderman et al., *supra* note 63.

services provided at a cost of \$3.59 for four tablets. Plaintiff O'Neill also submitted requests for her husband's blood pressure medication to both guest services and medical services, but they went unanswered.

93. Finally, on Tuesday, April 6, Plaintiff O'Neill and her husband were allowed to disembark. After taking a chartered flight, they were driven home around midnight. On information and belief, Carnival and Princess failed to implement any contact tracing for the people Plaintiff O'Neill and her husband encountered on their way home, leaving that job to passengers.

Timeline of Plaintiff O'Neill's Experience



94. On Wednesday, April 8, they began their 14-day home quarantine. With access to a thermometer, they began temperature monitoring, and on April 9 they went to their closest drive-through testing center, gloved and masked.

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

1 96. Plaintiff O'Neill had to isolate herself in a room located at the far end of her
2 house. While sick with COVID, Plaintiff O'Neill had difficulty breathing, a 102-degree
3 fever, a cough and sore throat, mood swings, brain fog, chills, and fatigue so extreme she
4 could barely make it out of bed. COVID-19 also affected her sense of taste and smell,
5 sometimes causing her to smell odors so noxious that they woke her up in the middle of
6 the night. She battled the acute symptoms of COVID-19 for 14 days while isolated in her
7 room, away from her cat and husband, who was awaiting a neurosurgery that had to be
8 rescheduled because of Carnival and Princess's negligence. Her husband's mobility
9 remained impaired, but he used a cane to bring her meals, leaving them outside her door.
10 Plaintiff O'Neill spent her time isolated, recalling the gurneys she watched be offloaded
11 from the *Coral Princess*, and in fear for her life.
12

13 97. On April 23, the health department informed Plaintiff O'Neill that she was
14 no longer at risk for transmitting COVID-19. The next day, Plaintiff O'Neill and her
15 husband contracted a company to deep clean, disinfect their home, and treat the HVAC
16 system in preparation for her husband's surgery.
17

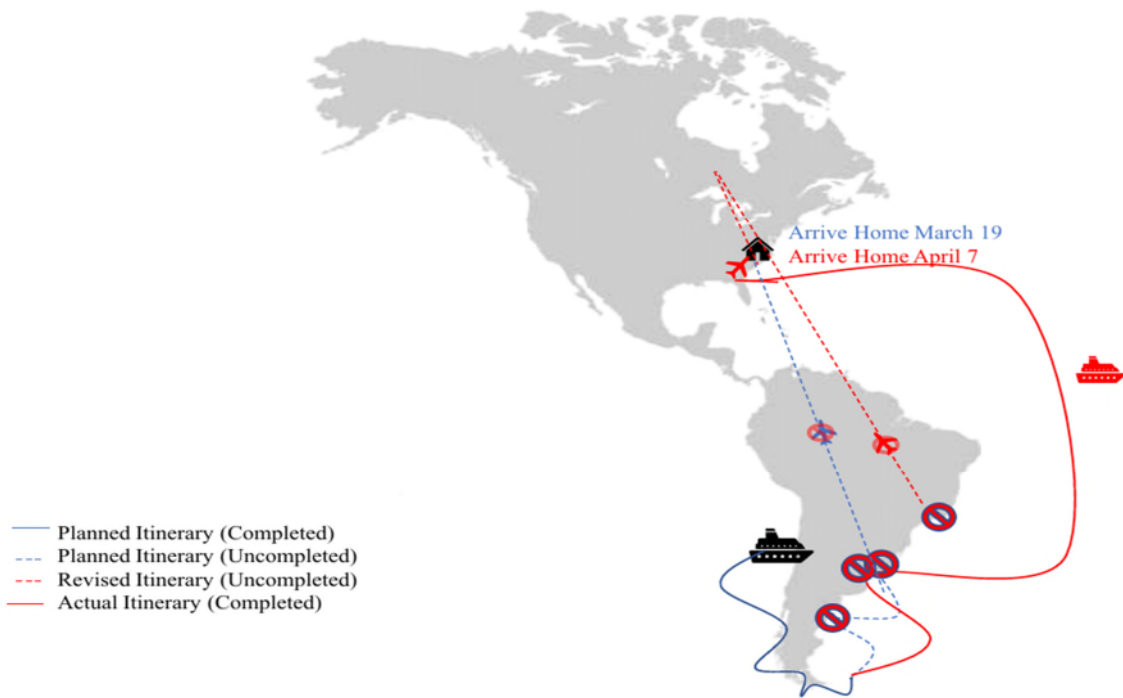
18 98. But despite no longer being contagious, COVID-19 still wreaks havoc on
19 Plaintiff O'Neill's life. As a former teacher, Plaintiff O'Neill prides herself on knowing
20 the names of the children she taught in town. Now, the brain fog caused by COVID-19
21 frequently prevents her from recalling their names. Plaintiff O'Neill also continues to
22 suffer from mood swings, difficulty sleeping, for which her doctor prescribed her
23 medications, and COVID-19 fatigue, which manifests as a sudden, debilitating onset of
24
25
26
27
28

1 fatigue requiring Plaintiff O'Neill to cease all activity and rest. Moreover, Plaintiff
2 O'Neill's senses of taste and smell remain impaired. Additionally, Plaintiff O'Neill was
3 recently turned away from donating plasma to patients suffering the acute symptoms of
4 COVID-19 because of a high blood pressure reading. While she was subsequently able to
5 donate her convalescent plasma, Plaintiff O'Neill's physician also recently noted a high
6 blood pressure reading, which she was informed puts her at risk of a stroke. Prior to
7 contracting COVID-19, Plaintiff O'Neill's blood pressure had been in the normal range.
8

9
10 99. Plaintiff O'Neill's COVID-19 diagnosis has also had collateral
11 consequences. For example, treatment Plaintiff O'Neill sought for her shoulder was
12 delayed by her COVID-19 diagnosis, leaving her in pain for weeks.
13

14
15 100. Defendants put Plaintiff O'Neill and the proposed class in actual physical
16 danger of contracting a deadly virus, kept that information from them as long as they
17 could, and then forced them into the only option that remained at that point—staying
18 trapped in a 21-space room for weeks on end. Instead of a first-hand look at South
19 American ports, Plaintiff O'Neill and the proposed class got a first-hand look at
20 ambulance and morgue workers carting gurneys off the ship they were trapped on for
21 weeks.
22

23
24 101. The following map summarizes the difference between the itinerary
25 purchased by Plaintiff O'Neill and the nightmare voyage as it actually unfolded:
26
27
28



V. CLASS ACTION ALLEGATIONS

102. Pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3), Plaintiff O'Neill brings this action on her behalf and on behalf of all others similarly situated. The proposed class that Plaintiff O'Neill seeks to represent is defined at this time as:

All persons in the United States who were passengers aboard the *Coral Princess* for the voyage departing from Valparaíso, Chile on March 5, 2020.

103. Excluded from the proposed class are Princess and Carnival's officers, directors, and employees; the judicial officers and associated court staff assigned to this case; and the immediate family members of such officers and staff. Plaintiff O'Neill reserves the right to amend the proposed class definition based on information obtained in discovery.

104. This action satisfies the requirements of numerosity, commonality, typicality, adequacy, predominance and/or superiority requirements.

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

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

- 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

- c. Whether Defendants took sufficient precautions in deciding to sail the *Coral Princess* on March 5, 2020, in light of their knowledge of the novel coronavirus and/or COVID-19 and the risk of contagion;
- d. Whether Defendants should have canceled the voyage of the *Coral Princess* departing on March 5, 2020 to avoid exposing passengers to novel coronavirus and/or COVID-19 and in light of the risk of contagion;
- e. Whether Defendants timely and adequately warned prospective passengers and/or passengers aboard the *Coral Princess* voyage departing on March 5, 2020 of the novel coronavirus, COVID-19, and the associated risk of contagion;
- f. Whether Defendants had a duty to disclose to prospective passengers and/or passengers aboard the *Coral Princess* voyage departing on March 5, 2020 of the novel coronavirus, COVID-19, and the associated risk of contagion;
- g. Whether the risk of contagion constituted a material fact that reasonable passengers/consumers would have considered in deciding whether to take the *Coral Princess* voyage on March 5, 2020;
- h. Whether Defendants knew or should have known that crew aboard the *Coral Princess* were potential carriers of the novel coronavirus;

- i. Whether Defendants had a duty to decontaminate the *Coral Princess* prior to the initiation of the March 5, 2020 voyage;
- j. Whether Defendants took adequate precautions during the voyage of *Coral Princess* commencing on March 5, 2020 to prevent the spread of contagion on board the vessel, including with respect to food service, entertainment, quarantine, and the management of the cruise services and decontamination of the vessel during the voyage;
- k. Whether Defendants provided Plaintiff O'Neill and the proposed class with adequate protections, information, and health care during the voyage of *Coral Princess* commencing on March 5, 2020;
- l. Whether Defendants acted reasonably in the conduct of the *Coral Princess* voyage departing on March 5, 2020, including with respect to the diversion of the itinerary and efforts to obtain safe passage home for passengers;
- m. Interpretation and enforceability of the Passage Contract;
- n. Whether Defendants are the alter egos and/or agents of each other;
- o. Whether Defendants are liable for the conduct alleged in this Complaint;
- p. Whether, because of Defendants' acts and omissions, Plaintiff O'Neill and the proposed class have suffered damages; and if so, the appropriate amount thereof; and

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

3
4 107. **Typicality:** Plaintiff O'Neill's claims are typical of the claims of the
5 members of the proposed class. Plaintiff O'Neill and all the members of the proposed
6 class were passengers on the *Coral Princess* voyage departing on March 5, 2020 and
7 have been injured by the same wrongful practices of Defendants. Plaintiff O'Neill's
8 claims arise from the same practices and course of conduct that give rise to the claims of
9 the members of the proposed class, the facts of Defendants' misconduct are common to
10 all proposed class members, and Plaintiff O'Neill's claims are based on the same legal
11 theories. Plaintiff O'Neill and all proposed class members have been injured by this
12 course of conduct, suffered significant damage, including emotional distress and
13 economic damage, and were trapped on board a ship that they would not have sailed on.
14

15
16
17 108. **Adequacy:** Plaintiff O'Neill will fully and adequately assert and protect the
18 interests of the proposed class and has retained class counsel who are experienced and
19 qualified in prosecuting class actions. Neither Plaintiff O'Neill nor her attorneys have any
20 interests contrary to or in conflict with the proposed class.
21

22
23 109. **Superiority:** A class action is superior to all other available methods of the
24 fair and efficient adjudication of this lawsuit because individual litigation of the claims of
25 all members of the proposed class is economically unfeasible and procedurally
26 impracticable.
27
28

1 110. While the aggregate damages sustained by the proposed class are likely to be
2 in the millions of dollars, the individual damages incurred by each proposed class
3 member do not warrant the expense of individual suits. Most proposed class members
4 would find the cost of litigating their claims prohibitively expensive and would not have
5 a cost-effective remedy at law.
6

7
8 111. Further, individual members of the proposed class do not have a significant
9 interest in individually controlling the prosecution of separate actions, and individualized
10 litigation would also result in varying, inconsistent, or contradictory judgments and
11 would magnify the delay and expense to all parties and the court system because of
12 multiple trials of the same factual and legal issues. Plaintiff O'Neill knows of no
13 difficulty to be encountered in the management of this action that would preclude its
14 maintenance as a class action.
15
16

17 112. Defendants have access to addresses and/or other contact information for the
18 members of the proposed class, which may be used to provide notice of the pendency of
19 this action.
20

21 **VI. CAUSES OF ACTION**

22 **FIRST CAUSE OF ACTION**

23 **Negligence**

24 113. Plaintiff O'Neill incorporates by reference every prior and subsequent
25 allegation of this Complaint as if fully restated here.
26

27 114. Plaintiff O'Neill brings this claim on her own behalf and on behalf of each
28 member of the proposed class described above.

1 115. Defendants owed Plaintiff O'Neill and the proposed class a duty of
2 reasonable care under the circumstances.

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

7
8 117. Defendants breached their duty of reasonable care under the circumstances
9 and were negligent in one or more of the following:

- 10 a. Failing to provide reasonable care to provide a safe voyage;
11
12 b. Failing to screen or medically examine any passengers or crew prior
13 to boarding;
14
15 c. Failing to warn passengers of the particular risks of the coronavirus
16 aboard the vessel;
17
18 d. Failing to provide adequate medical supplies and personnel;
19
20 e. Failing to adequately disinfect, clean, or sanitize the vessel;
21
22 f. Failing to implement social distancing protocols before or upon
23 learning passengers were exhibiting symptoms of COVID-19;
24
25 g. Failing to implement adequate measures to contain the spread of
26 COVID-19;
27
28 h. Failing to have an emergency plan to ensure the health and safety of
passengers in case of a viral outbreak;

1 i. Failing to have an emergency plan to disembark passengers in the
2 case of a viral outbreak; and

3 j. Other acts or omissions constituting a breach of the duty of reasonable
4 care under the circumstances which are revealed through discovery.
5

6 118. As a direct and proximate result of Defendants' breach of their duty,
7 Plaintiff O'Neill and the proposed class suffered harm.
8

9 119. As a direct and proximate result of Defendants' breach of their duty,
10 Plaintiff O'Neill became infected with COVID-19.
11

12 120. As a direct and proximate result of Defendants' breach of their duty,
13 Plaintiff O'Neill's husband was without vital medication and thus reliant on a wheelchair
14 to disembark the vessel, as he could no longer walk.
15

16 121. As a direct and proximate result of Defendants' breach of its duty, Plaintiff
17 O'Neill and the proposed class were exposed to actual risk of physical injury.
18

19 122. As a direct and proximate result of Defendants' breach of their duty,
20 Plaintiff O'Neill had to contract cleaners to disinfect their house.
21

22 123. As a direct and proximate result of the Defendants' breach of its duty,
23 Plaintiff O'Neill and the proposed class have suffered and continue to suffer severe
24 emotional distress. After Plaintiff O'Neill and the proposed class were trapped for weeks
25 on a vessel teeming with a deadly virus, they will continue to suffer and require medical
26 services not part of the effects of daily life. The injuries and damages are permanent or
27 continuing in nature.
28

1 124. As a result, Plaintiff O’Neill and the proposed class are entitled to damages
2 in an amount to be proven at trial.
3

4 **SECOND CAUSE OF ACTION**
5 **Gross Negligence**

6 125. Plaintiff O’Neill incorporates by reference every prior and subsequent
7 allegation of this Complaint as if fully restated here.

8 126. Plaintiff O’Neill brings this claim on her own behalf and on behalf of each
9 member of the proposed class described above.
10

11 127. Defendants owed Plaintiff O’Neill and the proposed class a duty of
12 reasonable care under the circumstances. Defendants’ conduct—operation of a cruise like
13 it was business as usual, rather than a global pandemic in which Defendants’ other
14 cruises resulted in the death of passengers—was an extreme departure from reasonable
15 care. Insistence on continuing with the cruise, coupled with failure to provide adequate
16 sanitation, medical care, or emergency plan in the event of what was then a likely
17 outcome demonstrated lack of even scant care.
18
19

20 128. As a direct and proximate result of Defendants’ extreme departure from
21 reasonable care under the circumstances, Plaintiff O’Neill and the proposed class were
22 constantly at risk of immediate physical injury or even death.
23

24 129. As a direct and proximate result of Defendants’ extreme departure from
25 reasonable care under the circumstances, Plaintiff O’Neill became infected with COVID-
26 19.
27
28

1 130. As a direct and proximate result of Defendants' extreme departure from
2 reasonable care under the circumstances, Plaintiff O'Neill and the proposed class suffered
3 severe emotional distress. After Plaintiff O'Neill and the proposed class were trapped for
4 weeks on a vessel teeming with a deadly virus, they will continue to suffer and require
5 medical services not part of the effects of daily life. The injuries and damages are
6 permanent or continuing in nature.
7

8
9 131. As a result, Plaintiff O'Neill and the proposed class are entitled to damages
10 in an amount to be proven at trial.
11

12 **THIRD CAUSE OF ACTION**
13 **Negligent Infliction of Emotional Distress**

14 132. Plaintiff O'Neill incorporates by reference every prior and subsequent
15 allegation of this Complaint as if fully restated here.
16

17 133. Plaintiff O'Neill brings this claim on her own behalf and on behalf of each
18 member of the proposed class described above.

19 134. Due to the negligence and/or gross negligence of the Defendants, Plaintiff
20 O'Neill and the proposed class were in the "zone of danger," or at immediate risk of
21 actual physical harm. While trapped for weeks on a vessel teeming with a deadly virus,
22 Plaintiff O'Neill and the proposed class were at immediate risk of contracting COVID-19
23 and subsequently suffering its related symptoms such as coughing, aches, fever, difficulty
24 breathing, liver damage, kidney failure, and potentially death.
25

26
27 135. Due to the risk of physical injury caused by the negligence and/or gross
28 negligence of the Defendants, Plaintiff O'Neill and the proposed class suffered severe

1 mental and/or emotional harm, including, but not limited to fear, grief, anxiety, shock,
2 and humiliation stemming from the danger of contracting COVID-19 themselves.

3
4 Plaintiff O'Neill and the proposed class were forced to suffer additional harm including,
5 but not limited to fear, grief, anxiety, shock, and humiliation stemming from witnessing
6 the danger to their family members and fellow passengers of contracting COVID-19.

7
8 This fear, grief, anxiety, shock, and humiliation in turn had physical manifestations,
9 including, but not limited to insomnia, depression, and anxiety.

10
11 136. The injuries and damages are permanent or continuing in nature. As a result
12 of being trapped for weeks on a vessel teeming with a deadly virus, Plaintiff O'Neill and
13 the proposed class will continue to suffer and require medical services not part of the
14 effects of daily life.

15
16 137. As a result, Plaintiff O'Neill and the proposed class are entitled to damages
17 in an amount to be proven at trial.

18
19 **FOURTH CAUSE OF ACTION**
20 **Intentional Infliction of Emotional Distress**

21
22 138. Plaintiff O'Neill incorporates by reference every prior and subsequent
23 allegation of this Complaint as if fully restated here.

24
25 139. Plaintiff O'Neill brings this claim on her own behalf and on behalf of each
26 member of the proposed class described above.

27
28 140. Defendants knew or should have known that there was a heightened risk of a
deadly outbreak of COVID-19 on cruise ships given: the state of the global pandemic;
guidelines, protocols, and recommendations from public health experts and the cruise

1 industry; and its own experience with COVID-19 outbreaks on the *Diamond Princess* and
2 the *Grand Princess*.

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

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

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

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

23
24
25 145. As a direct and proximate result of Defendants' intentional and reckless
26 conduct, Plaintiff O'Neill and the proposed class suffered severe or extreme emotional
27 distress including but not limited to fear, grief, anxiety, shock, and humiliation.
28

1 COVID-19, norovirus, or other viral cases and exposure. This data
2 shall be provided two months before a cruise, updated during the
3 cruise, and updated for two months after the conclusion of any sailing
4 in the event passengers are diagnosed following disembarkation;
5

6 ii. In the event of one or more confirmed COVID-19, norovirus, or other
7 viral cases or exposure during a cruise, passengers and crew shall be
8 promptly notified in writing regarding the material facts of the
9 diagnosis or exposure, including, but not limited to data to allow for
10 reasonable contact tracing.
11

12
13 b. Requiring Defendants to implement testing, facial masking, physical
14 distancing, disinfecting, and sanitizing protocols and to adhere to all WHO,
15 CDC, and other applicable health and safety guidelines.
16

17 c. Requiring Defendants to promptly advise, quarantine, and disembark
18 passengers as soon as Defendants become aware of COVID-19, norovirus,
19 or other viral cases and exposure.
20

21 d. Requiring Defendants to terminate cruises and to provide refunds and safe,
22 prompt returns to passengers as soon as they become unreasonably
23 dangerous.
24

25 3. An award of damages including, but not limited to compensatory damages for
26 Plaintiff O'Neill's injuries, including physical and emotional pain and suffering,
27
28

1 financial damages, and any other damages allowed by law, in an amount to be
2 proven at trial;

- 3
- 4 4. An award of the costs of Plaintiff O'Neill's and the proposed class's ongoing
5 medical and diagnostic treatment required to diagnose, prevent, and/or treat current
6 or future mental and physical injuries related to Plaintiff O'Neill's and proposed
7 class members' contraction of and exposure to COVID-19;
- 8
- 9 5. An award of attorneys' fees and costs, as allowed by law;
- 10
- 11 6. An award of pre-judgment and post-judgment interest, as provided by law;
- 12
- 13 7. Leave to amend this Complaint and other Plaintiff O'Neill's pleadings to conform
14 to the evidence produced at trial; and
- 15
- 16 8. For such other and further relief as the Court deems just and proper.

17 **JURY TRIAL DEMAND**

18 Plaintiff O'Neill demands a trial by jury on all claims and of all issues so triable.

19

20 DATED this 18th day of September, 2020.

21 **KELLER ROHRBACK L.L.P.**

22

23 By s/ Alison E. Chase

24 Alison E. Chase (SBN 226976)
25 achase@kellerrohrback.com
26 801 Garden Street, Suite 301
27 Santa Barbara, CA 93101
28 (805) 456-1496, Fax (805) 456-1497

1
2 Gretchen Freeman Cappio (*pro hac vice*)
gcappio@kellerrohrback.com
3 Garrett Heilman (*pro hac vice* forthcoming)
gheilman@kellerrohrback.com
4 1201 Third Avenue, Suite 3200
5 Seattle, WA 98101
6 (206) 623-1900, Fax (206) 623-3384

7 ***Attorneys for Plaintiff***
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I, Alison E. Chase, hereby certify that on September 18, 2020, I electronically filed the foregoing with the Clerk of the United States District Court for the Central District of California using the CM/ECF system, which shall send electronic notification to all counsel of record.

/s/ Alison E. Chase