

Gerald Singleton (SBN 208783)  
Ross J. Peabody (SBN 98190)  
SINGLETON LAW FIRM, APC  
450 A Street, 5th Floor  
San Diego, California 92101  
Tel: (619) 771-3473  
Fax: (619) 255-1515  
Gerald@SLFfirm.com  
Ross@SLFfirm.com

Andres Pereira  
*Pro Hac Vice Pending*  
TX State Bar No. 00794440  
ANDRES PEREIRA LAW FIRM P.C.  
14709 Custer Court  
Austin, Texas 78734  
Tel: (713) 305-6188  
Fax: (512) 309-5861  
apereira@andrespereirapc.com

Mikal C. Watts  
*Pro Hac Vice Pending*  
TX State Bar No. 20981820  
Alicia D. O'Neill  
*Pro Hac Vice Pending*  
TX State Bar No. 24040801  
WATTS GUERRA LLP  
Four Dominion Drive, Bldg. 3 Ste. 100  
San Antonio, Texas 78257  
Tel: (210) 447-0500  
Fax: (210) 447-0501  
mcwatts@wattsguerra.com  
aoneill@wattsguerra.com

Attorneys for Plaintiffs

**UNITED STATES DISTRICT OF CALIFORNIA**

**CENTRAL DISTRICT OF CALIFORNIA**

DEBRA DALTON; and MICHAEL  
DALTON,

Plaintiff,

v.

PRINCESS CRUISE LINES LTD.,

Defendant.

Case No.

**COMPLAINT**

**DEMAND FOR JURY TRIAL**

**PLAINTIFFS' ORIGINAL COMPLAINT AND JURY DEMAND**

COME NOW, Plaintiffs Debra Dalton and Michael Dalton, by and through their undersigned counsel, and file their Original Complaint and Jury Demand against Defendant, PRINCESS CRUISE LINES LTD. (hereinafter, "PRINCESS"), and would respectfully show the Court as follows:

**I.**

**PARTIES**

1. Plaintiff, Debra Dalton is sui juris, is a resident of Cass County, Missouri, and was a passenger onboard the Grand Princess.

2. Plaintiff Michael Dalton is sui juris, is a resident of Cass County, Missouri, and was a passenger onboard the Grand Princess.

3. Princess Cruise Lines Ltd. is incorporated in Bermuda, with its headquarters in Santa Clarita, California. The action is being filed in this Court pursuant to the terms and conditions of the Passenger Contract issued by Defendant, Princess Cruise Lines, Ltd. Princess Cruise Lines Ltd. may be served via its registered agent, CT Corporation System, 818 West Seventh Street, Suite 930, Los Angeles, California 90017.

**II.**

**JURISDICTION AND VENUE**

4. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332 for the reason that there is complete diversity of citizenship between Plaintiffs and PRINCESS, and Plaintiffs seek damages in excess of \$1,000,000.00 (One Million Dollars) exclusive of interest, costs, and attorney's fees, which greatly exceeds the minimum amount in controversy required by § 1332.

5. This Court also has Admiralty subject matter jurisdiction pursuant to 28 U.S.C. § 1333 as this case involves a maritime tort. The type of incident and injuries suffered by Plaintiffs had the potential to impact maritime commerce as Plaintiffs are at serious risk of imminent harm as a result of being exposed to the Coronavirus running rampant aboard the cruise ship upon which they were paying passengers.

6. The Court has general personal jurisdiction over PRINCESS as PRINCESS's principal place of business is located in Los Angeles County, California; as such PRINCESS is "at home" in California for purposes of any exercise of personal jurisdiction. In addition, PRINCESS conducts substantial business within the state of California, including operating cruises from ports in San Francisco, San Diego, and Los

1 Angeles. PRINCESS markets cruise vacations to California residents and employs  
2 thousands of California residents to work at its California headquarters. It was  
3 foreseeable at all times that PRINCESS could be hauled into court in the State of  
4 California for conduct that caused injuries; in fact, PRINCESS's Passenger Contract  
5 requires claimants like Plaintiffs in this action, to bring suit to vindicate personal injury  
6 claims in the United States District Court for the Central District of California. At all  
7 times hereto, PRINCESS owned and operated the cruise ship the Grand Princess.  
8 Plaintiffs were passengers aboard the Grand Princess which departed out of San  
9 Francisco on February 21, 2020, and was anchored off the coast of San Francisco from  
10 March 4-9, 2020, as a result of an outbreak of COVID-19. The exercise of personal  
11 jurisdiction over PRINCESS by this Court comports with due process and is consistent  
12 with traditional notions of fair play and substantial justice.

### 13 **III.**

#### 14 **FACTUAL BACKGROUND**

15 7. In the months preceding the filing of this Complaint, there has been a  
16 worldwide outbreak of a new strain of the Corona virus. This new strain is commonly  
17 known as COVID-19. The virus began in China in December 2019, and has quickly  
18 spread throughout Asia and Europe. Most recently, it has spread throughout North  
19 America. The virus causes fatigue, fever, and a dry cough. It can be fatal. There have  
20 been over 120,000 cases worldwide and over 4,000 deaths as result of COVID-19. Those  
21 fatalities have largely been amongst the elderly population and others with underlying  
22 medical complications. COVID-19 gained increased public attention when the Diamond  
23 Princess cruise ship (also owned and operated by Defendant) suffered an outbreak of the  
24 disease in early February 2020 in Yokohama, Japan. The outbreak began with ten cases  
25 and rapidly multiplied to 700 cases, as a result of the flawed two-week quarantine on the  
26 ship. The Center for Disease Control issued a statement on February 18, 2020, that "the  
27 rate of new reports of positives new on board [the Diamond Princess], especially among  
28

1 those without symptoms, highlights the high burden of infection on the ship and potential  
2 for ongoing risk.” Seven of Defendant’s passengers died as a result of COVID-19.

3 8. Plaintiffs were paying passengers who boarded PRINCESS’s Grand  
4 Princess cruise ship on February 21, 2020. The Grand Princess was carrying 2,421  
5 passengers and 1,113 crew members at the time it set sail.

6 9. It would only stand to reason, having experienced such a traumatic outbreak  
7 on board one of its vessels less than a month prior to Plaintiffs’ voyage on board the  
8 Grand Princess, that PRINCESS would have learned to take all necessary precautions to  
9 keep its passengers, crew, and the general public safe. Unfortunately, PRINCESS did no  
10 such thing. Consequently, Plaintiffs are now at actual risk of immediate physical injury  
11 proximately caused by the Defendant’s negligence and have suffered other harms as a  
12 proximate result of that negligence.

### 13 CLAIMS FOR RELIEF

#### 14 IV.

#### 15 NEGLIGENCE

16 Plaintiffs re-allege all allegations in paragraphs 1 through 9 above as if alleged  
17 fully herein.

18 10. PRINCESS owed Plaintiffs, who were paying passengers who boarded the  
19 Grand Princess on February 21, 2020, the duty to ensure that they would not be exposed  
20 to unreasonable risk of harm that PRINCESS knew or should have known about while  
21 sailing on its vessel.

22 11. PRINCESS breached that duty. It had knowledge that at least one of its  
23 passengers from the prior voyage who disembarked the Grand Princess early on February  
24 21, 2020 had symptoms of coronavirus. Despite that, PRINCESS made the conscious  
25 decision to continue sailing the next voyage of the Grand Princess, which began later on  
26 February 21, 2020 with another 3,534 passengers and crew on an infected ship.

27 12. Specifically, PRINCESS was aware of at least two passengers who  
28 disembarked its ship on February 21, 2020 in San Francisco, had symptoms of the

1 coronavirus. It went as far as to send emails on Wednesday, February 25, 2020 to  
2 passengers who disembarked the Grand Princess on February 21, 2020 notifying them of  
3 the potential of exposure to the coronavirus while onboard their cruise.

4 13. To make matters even worse, there were 62 passengers on board the  
5 Plaintiffs' cruise, who remained on board after the conclusion of the prior voyage. Those  
6 62 carry-over passengers were exposed to the passengers that were confirmed to be  
7 infected; some of the infected passengers to whom the carry-over passengers were  
8 exposed later died from coronavirus.

9 14. In continuing to sail with another 3,534 passengers and crew (including  
10 Plaintiffs), on the cruise that began on February 21, 2020, knowing that some of those  
11 passengers and crew had already been exposed to COVID-19, PRINCESS has exposed  
12 Plaintiffs to actual risk of immediate physical injury.

13 15. PRINCESS is further negligent in failing to have proper screening protocols  
14 for COVID-19 before boarding the passengers on Plaintiffs' voyage. Despite the  
15 knowledge and experience it had with the outbreak of the disease on the Diamond  
16 Princess just a mere three weeks prior to the February 21, 2020 cruise, PRINCESS did  
17 not have proper screening protocol in place to minimize the risk of exposure of the disease  
18 to its passengers and crew.

19 16. Prior to boarding the February 21, 2020 sailing on the Grand Princess,  
20 passengers were simply asked to fill out a piece of paper confirming they were not sick.  
21 No passenger was questioned or examined in any capacity. Incredibly, not one of those  
22 62 passengers or crew members who were mixing and mingling with the infected prior  
23 passengers were ever examined during the instant voyage until being tested for the virus  
24 on Thursday, March 5, 2020, two weeks after the ship sailed.

25 17. As a result of PRINCESS's lackadaisical approach to the safety of Plaintiffs,  
26 other passengers, and crew aboard the Grand Princess, Plaintiffs are at actual risk of  
27 immediate physical injury.

1           18. Finally, PRINCESS is negligent in failing to adequately warn Plaintiffs  
2 about the potential exposure to COVID-19 prior to boarding the ship on February 21,  
3 2020, and again during the sailing of said cruise. Defendant had actual knowledge of at  
4 least two passengers who sailed on its ship the week prior, disembarked with symptoms  
5 of coronavirus, and one confirmed death as a result. Defendant also knew that there were  
6 62 passengers and crew who were onboard that same sailing, who later boarded the Grand  
7 Princess with Plaintiffs, and failed to inform Plaintiffs at any time prior to boarding or  
8 while they were already onboard, that there was an actual risk of exposure to COVID-19.  
9 In addition, PRINCESS failed to inform Plaintiffs that a crew member aboard their cruise  
10 actually disembarked in Hawaii as a result of COVID-19.

11           19. If Plaintiffs had knowledge of this actual risk of exposure prior to boarding,  
12 they would have never boarded the ship. If they were informed of the risk on February  
13 25, 2020, when the former passengers were notified by email, Plaintiffs would have  
14 disembarked at the first port of call in Honolulu on February 26, 2020. Due to  
15 PRINCESS's outright negligence in failing to warn Plaintiffs of the actual risk of  
16 exposure to COVID-19 aboard its infected ship, Plaintiffs were quarantined in their cabin  
17 along with the rest of the passengers and crew, off the coast of San Francisco, anxiously  
18 awaiting their fate, for over six days.



27 ///

28 ///





1 extreme departure of a what a reasonably careful cruise line would do, in light of that fact  
2 that Plaintiffs are elderly with underlying medical conditions.

3 25. PRINCESS chose to place profits over the safety of its passengers, crew,  
4 and the general public in continuing to operate business as usual, despite their knowledge  
5 of the actual risk of injury to Plaintiffs, who are elderly with underlying medical  
6 conditions.

7 26. WHEREFORE, Plaintiffs demand judgment against PRINCESS including  
8 punitive damages suffered as a result of the gross negligence of PRINCESS, and a trial  
9 by jury on all issues triable.

10 **VI.**

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs pray judgment against Defendants as hereinafter set  
13 forth:

- 14 a. For compensatory and general damages in an amount according to proof;  
15 b. For past and future medical, incidental, and service expenses according to  
16 proof;  
17 c. For punitive damages to be awarded according to proof;  
18 d. For pre- and post-judgment interest on all damages as allowed by the law;  
19 e. For costs of suit incurred herein;  
20 f. For attorney fees under existing law; and  
21 g. For such other and further relief as the Court may deem just and proper.

22 ///

23 ///

24 ///



**VII.**

**JURY DEMAND**

The Plaintiffs hereby demand trial by jury of all issues so triable.

Dated: March 13, 2020

SINGLETON LAW FIRM, APC

By: /s/Gerald Singleton

Gerald Singleton

Attorneys for Plaintiffs