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14 **UNITED STATES DISTRICT OF CALIFORNIA**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 DEBRA DALTON; and MICHAEL
17 DALTON,

18 Plaintiff,

19 v.

20 PRINCESS CRUISE LINES LTD.,

21 Defendant.

Case No.

COMPLAINT

DEMAND FOR JURY TRIAL

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23
24 **PLAINTIFFS' ORIGINAL COMPLAINT AND JURY DEMAND**

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

1 **I.**

2 **PARTIES**

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

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

7 3. Princess Cruise Lines Ltd. is incorporated in Bermuda, with its headquarters
8 in Santa Clarita, California. The action is being filed in this Court pursuant to the terms
9 and conditions of the Passenger Contract issued by Defendant, Princess Cruise Lines, Ltd.
10 Princess Cruise Lines Ltd. may be served via its registered agent, CT Corporation System,
11 818 West Seventh Street, Suite 930, Los Angeles, California 90017.

12 **II.**

13 **JURISDICTION AND VENUE**

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

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

24 6. The Court has general personal jurisdiction over PRINCESS as
25 PRINCESS’s principal place of business is located in Los Angeles County, California;
26 as such PRINCESS is “at home” in California for purposes of any exercise of personal
27 jurisdiction. In addition, PRINCESS conducts substantial business within the state of
28 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.

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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.



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1 20. Additionally, Plaintiffs are currently being held in further quarantine on land
2 for at least an additional two weeks.

3 21. As a direct and proximate result of the aforementioned negligence of
4 PRINCESS in exposing Plaintiffs to actual risk of immediate physical injury, Plaintiffs
5 are suffering from emotional distress, are traumatized from the fear of developing
6 COVID-19 as they sat minute after minute in their confined cabin on an infected vessel,
7 and as they continue to sit in additional quarantine on land, and this emotional harm will
8 continue to plague them.

9 22. WHEREFORE, Plaintiffs demand judgment against Defendant PRINCESS
10 for damages suffered as result of their negligence and a trial by jury on all issues triable.

11 **V.**

12 **GROSS NEGLIGENCE**

13 Plaintiffs re-allege all allegations set out in paragraphs 1 through 22 above as if
14 alleged fully herein.

15 23. PRINCESS's conduct in deciding to continue to sail the Grand Princess with
16 Plaintiffs, knowing that the ship was infected from two previous passengers who came
17 down with symptoms of COVID-19, and had 62 passengers on board who were
18 previously exposed to those two infected individuals, along with the prior crew, shows a
19 lack of any care on the part of PRINCESS, amounting to gross negligence. Defendant
20 knew how dangerous it was to expose Plaintiffs and the rest of its passengers to COVID-
21 19 in light of its experience with the Diamond Princess a short three weeks prior, and yet
22 it departed from what a reasonably careful cruise line would do under the circumstances
23 in continuing to sail with Plaintiffs.

24 24. Moreover, PRINCESS's conduct in failing to warn Plaintiffs of their actual
25 risk of harm in being exposed to COVID-19, either prior to boarding or while they were
26 already on board, in light of the prior passenger who came down with symptoms and later
27 died, along with others who came down with symptoms from that prior voyage, and the
28 crew member who disembarked during this voyage due to COVID-19, amounts to an

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.

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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

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