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12

UNITED STATES DISTRICT COURT

13

CENTRAL DISTRICT OF CALIFORNIA

14

15 CHRISTOPHER WEIDNER,
Individually and as Personal
16 Representative of the Decedent,
CARL WEIDNER,

17

Plaintiff,

18

v.

19

20 CARNIVAL CORPORATION,
CARNIVAL PLC, and PRINCESS
CRUISE LINES LTD.,

21

Defendants.

22

Case No. 2:20-cv-4074

PLAINTIFF’S COMPLAINT FOR DAMAGES

1. NEGLIGENCE – WRONGFUL DEATH, 46 U.S.C. § 30301 *et seq.*
2. NEGLIGENCE - WRONGFUL DEATH
3. GROSS NEGLIGENCE – WRONGFUL DEATH

23

COMPLAINT

24

25 Plaintiff CHRISTOPHER WEIDNER, Individually and as Personal
26 Representative of the Decedent, his father, CARL WEIDNER, brings this action
27 against Defendants, PRINCESS CRUISE LINES LTD. ("PRINCESS"),
28 CARNIVAL CORPORATION, and CARNIVAL PLC (collectively,
"CARNIVAL") and allege:

THE PARTIES

1
2 1. At all times relevant hereto, Decedent CARL WEIDNER was a
3 resident of Lehigh County, Pennsylvania.

4 2. Decedent CARL WEIDNER was a passenger onboard the Motor
5 Vessel (“M/V”) GRAND PRINCESS from February 21, 2020, to disembarkation
6 on or about March 10, 2020.

7 3. Decedent died on March 26, 2020, at the age of 74, due to COVID-19,
8 which he contracted while a passenger onboard the M/V GRAND PRINCESS,
9 sailing on the high seas.

10 4. Plaintiff CHRISTOPHER WEIDNER is *sui juris* and is, and was at all
11 times relevant hereto, a resident of Lehigh County, Pennsylvania.

12 5. Plaintiff CHRISTOPHER WEIDNER is the Decedent’s surviving
13 adult biological son.

14 6. Defendant CARNIVAL CORPORATION was incorporated in 1972 in
15 Panama and has its headquarters in Miami, Florida.

16 7. Defendant CARNIVAL PLC was incorporated in 2000, in Wales,
17 United Kingdom. It also has its headquarters in Miami, Florida.

18 8. Defendant PRINCESS CRUISE LINES LTD. is incorporated in
19 Bermuda, with its headquarters in Santa Clarita, California.

20 9. Upon information and belief, at all times hereto, CARNIVAL
21 CORPORATION, CARNIVAL PLC, and PRINCESS advertised, marketed, sold,
22 and profited (directly or indirectly) from and owned, controlled, and operated the
23 cruise ship, M/V GRAND PRINCESS.

24 **ALTER EGO/PIERCING THE CORPORATE VEIL**

25 10. Defendants CARNIVAL CORPORATION, CARNIVAL PLC, AND
26 PRINCESS are alter egos and/or agents of each other such that the corporate form
27 should be disregarded.
28

1 11. CARNIVAL CORPORATION and CARNIVAL PLC operate as a
2 single economic enterprise. They share a senior executive management team and
3 identical Boards of Directors. Both Carnival Corporation and Carnvial plc share a
4 single headquarters in Miami, Florida.

5 12. As described by CARNIVAL CORPORATION in a filing with the
6 Securities and Exchange Commission (“SEC”), “Carnival Corporation and Carnival
7 plc operate a dual listed company (‘DLC’), whereby the businesses of Carnival
8 Corporation and Carnival plc are combined through a number of contracts and
9 through provisions in Carnival Corporation’s Articles of Incorporation and By-
10 Laws and Carnival plc’s Articles of Association.”

11 13. Plaintiff brings this lawsuit against CARNIVAL CORPORATION and
12 CARNIVAL PLC individually, but because the entities work as alter-egos and/or
13 agents of one another, Plaintiff refers to them collectively throughout this
14 Complaint as “CARNIVAL.”

15 14. In a federal criminal plea agreement signed by CARNIVAL in 2016,
16 CARNIVAL described PRINCESS as one of several “operating lines” that together
17 comprise the “Carnival Group” of companies. CARNIVAL stated that Princess and
18 the other cruise ship operating lines are semi- autonomous entities within the
19 Carnival Corporation and Carnival plc corporate umbrella.

20 15. In that 2016 federal criminal plea agreement, CARNIVAL stated that
21 it “currently monitors and supervises environmental, safety, security, and regulatory
22 requirements for Princess and other Carnival brands. Carnival Corporation & plc
23 operate a total of 101 ships visiting 700 ports around the world, including most
24 major ports in the United States.”

25 16. CARNIVAL has ownership and control over PRINCESS, which is
26 organized under Holland America Group within CARNIVAL. CARNIVAL has
27 claimed in filings with the SEC that it wholly owns PRINCESS as a subsidiary.
28

1 17. CARNIVAL and PRINCESS share the same Board of Directors and
2 almost all of the same executive officers, and appear to use the same assets.

3 18. CARNIVAL exerts control and domination over PRINCESS's
4 business and day-to-day operations.

5 **JURISDICTION**

6 19. This Court has Admiralty subject matter jurisdiction pursuant to the
7 Death on the High Seas Act, codified at 46 U.S.C. § 30301 *et seq.* Plaintiff and
8 Decedent suffered harm as the result of an injury that took place more than three (3)
9 nautical miles from the coast of the United States caused by Defendants' wrongful
10 act, neglect, and/or default.

11 20. Alternatively, this Court has Admiralty subject matter jurisdiction
12 pursuant to 28 U.S.C. § 1333 as this case involves a maritime tort. The type of
13 incident and injuries suffered by Plaintiff and Decedent had the potential to impact
14 maritime commerce, as Decedent died as a result of exposure to COVID-19 aboard
15 the cruise ship upon which he was a paying passenger.

16 21. This Court also has diversity of citizenship jurisdiction pursuant to 28
17 USC §1332(a)(1) because Plaintiff's claim exceeds \$75,000 and because Plaintiff is
18 and was at all times relevant hereto a citizen of a state different from Defendants.

19 22. This Court has personal jurisdiction over Defendants, who each
20 conduct substantial business in this district.

21 23. Defendant PRINCESS has its headquarters in Santa Clarita, California.

22 24. Upon information and belief, CARNIVAL, including by and through
23 its subsidiary, PRINCESS, markets cruise vacations to California residents and
24 employs thousands of California residents to work at its California headquarters.
25 The Court has personal jurisdiction over CARNIVAL because CARNIVAL is
26 authorized to do business in California, conducts substantial business in California
27 and some of the actions giving rise to this Complaint took place in California.
28

1 30. On January 30, 2020, the World Health Organization declared
2 COVID-19 a global health emergency.

3 31. In early February 2020, experts in the European Union, led by
4 epidemiologist Dr. Christou Hadjichristodoulou, released guidelines for the cruise
5 industry that included an outline of the risk of COVID-19 outbreaks aboard cruise
6 ships and recommended response protocols.¹ Specifically, the guidelines directed
7 that, in the event of a COVID-19 case, close contacts of the infected individual
8 should be quarantined in their cabin or on shore, and “casual contacts” should be
9 disembarked.²

10 32. Defendants CARNIVAL and PRINCESS represent that they have a
11 commitment to “the health, safety, and security” of their passengers and promote
12 their business as one that “always strives to be free of injuries, illness and loss.”³
13 They further assert that they “[s]upport a proactive framework of risk mitigation in
14 the areas of HESS [Health, Environment, Safety, Security] aimed at preventing,
15 monitoring and responding to threats.”⁴

16 33. However, in or before early February 2020, Defendants became aware
17 of an outbreak of COVID-19 aboard the cruise ship the M/V DIAMOND
18 PRINCESS, which is operated by CARNIVAL and PRINCESS. The outbreak
19 originated on the DIAMOND PRINCESS while the vessel was docked in
20 Yokohama, Japan. Ten cases were originally diagnosed, and that number rapidly
21

22 ¹ Interim Advice for Preparedness and Response to Cases of Acute Respiratory Disease at Points of Entry in the
23 European Union (EU) / EEA Member States (MS): Advice for ship operators for preparedness and response to the
24 outbreak of 2019-nCoV acute respiratory disease, Feb. 3, 2020, https://www.gac.com/491364/siteassets/about-gac/coronavirus/eu-interim-advice_2019-ncov_maritime_4_2_2020_f.pdf (last visited April 6, 2020); see also Matt
25 Apuzzo, Motoko Rich and David Yaffe-Bellany, The New York Times, *Failures on Diamond Princess Shadow Another Cruise Ship Outbreak*, March 8, 2020, <https://www.nytimes.com/2020/03/08/world/asia/coronavirus-cruise-ship.html> (last visited April 6, 2020).

26 ² Healthy GateWays, Algorithm for decision making in response to an event of a suspect case of COVID-19,
<https://www.nytimes.com/2020/03/08/world/asia/coronavirus-cruise-ship.html> (last visited April 6, 2020).

27 ³ Carnival Health, Environment, Safety, Security & Sustainability Policy & Governance, Carnival Health,
28 Environment, Safety, Security & Sustainability Policy & Governance, <https://www.carnivalcorp.com/leading-responsibly/health-environment-safety-security-sustainability-policy-governance/> (last visited April 7, 2020).

⁴ Carnival Corporation & PLC Health, Environmental, Safety, Security, and Sustainability Corporate Policy,
<https://www.carnivalcorp.com/static-files/0b8327aa-c3be-4022-a1a5-a6dad7123af7> (last visited April 7, 2020).

1 escalated to over 700 cases—over one-fifth of the passengers onboard. Investigative
2 reporting about the M/V Diamond Princess alleges that well after CARNIVAL and
3 PRINCESS became aware of the first case aboard the ship, Defendants worked to
4 “keep the fun going” by “encouraging [guests] to mingle.”⁵

5 34. To date, at least thirteen (13) of the M/V DIAMOND PRINCESS’
6 passengers have died as a result of COVID-19. At least two of these fatalities
7 occurred before February 19, 2020.⁶

8 35. In a February 18, 2020, update issued in response to the crisis aboard
9 the M/V DIAMOND PRINCESS, the Center for Disease Control (CDC) stated that
10 “the rate of new reports of positives [now] on board, especially among those
11 without symptoms, highlights the high burden of infection on the ship and potential
12 for ongoing risk.”⁷

13 36. Upon information and belief, in February, CARNIVAL also operated a
14 voyage on the M/V RUBY PRINCESS, from New Zealand to Australia. News
15 reports suggest that in mid-to-late February, Defendants became aware of COVID-
16 19 cases onboard the M/V RUBY PRINCESS. Despite this information,
17 CARNIVAL operated a second voyage on the M/V RUBY PRINCESS,
18 immediately following the New Zealand-to-Australia voyage. Since the vessel
19 docked in Australia on March 19, over 600 passengers who were on the Ruby
20 Princess have tested positive for the virus and at least 10 have died. Australian
21 authorities have announced a criminal investigation into the matter.

22 37. As of the filing of this complaint, cruises run by CARNIVAL have
23 been identified as responsible for more than 1,500 positive COVID-19 infections,
24 and almost 40 deaths.

25 _____
26 ⁵ Austin Carr and Chris Palmieri, Bloomberg, *Socially Distance This: Carnival Executives Knew They Had a Virus
Problem, But Kept the Party Going*, April 16, 2020, [https://www.bloomberg.com/features/2020-carnival-cruise-
coronavirus/](https://www.bloomberg.com/features/2020-carnival-cruise-coronavirus/) (last visited April 20, 2020).

27 ⁶ See The New York Times, *Japan Reports 2 Deaths Among Cruise Ship Passengers*, Feb. 19, 2020,
28 <https://www.nytimes.com/2020/02/19/world/asia/china-coronavirus.html> (last visited April 6, 2020).

⁷ See Centers for Disease Control and Prevention, *Update on the Diamond Princess Cruise Ship in Japan*, Feb. 18,
2020, <https://www.cdc.gov/media/releases/2020/s0218-update-diamond-princess.html> (last visited April 6, 2020).

1 **II. Defendants Failed to Prevent or Address the Viral Outbreak on the M/V**
2 **Grand Princess**

3 38. On February 11, 2020, Defendants operated a roundtrip voyage from
4 San Francisco to Mexico aboard the M/V GRAND PRINCESS. On or around
5 February 19, 2020, Defendants were aware of at least one passenger suffering from
6 COVID-19 symptoms onboard the M/V GRAND PRINCESS.

7 39. According to CARNIVAL’s Chief Medical Officer, Grant Tarling,
8 MD, MPH, Defendants believed the infected passenger was already carrying the
9 virus when he boarded the M/V GRAND PRINCESS on February 11, 2020.⁸
10 Despite their knowledge regarding COVID-19, Defendants had no effective
11 passenger medical screening methods in place at that time.

12 40. Dr. Tarling reported that the infected passenger sought treatment from
13 the medical center onboard the M/V GRAND PRINCESS on February 20, 2020.
14 The passenger reported suffering from “acute respiratory distress” for about a week
15 before seeking medical treatment. Upon information and belief, this information
16 would have triggered mandatory reporting under 42 CFR 71.1 *et seq.* and
17 constitutes a “hazardous condition” per 33 CFR § 160.216.⁹

18 41. Upon information and belief, at least three other passengers on the
19 M/V GRAND PRINCESS’s Mexico trip suffered from COVID-19 symptoms while
20 on the vessel, likely exposing many other passengers to the virus. At least 100
21 passengers who traveled on board the M/V GRAND PRINCESS have tested
22 positive for COVID-19, and two passengers who traveled on the M/V GRAND
23
24

25 ⁸ Thomas Fuller, John Eligon, and Jenny Gross, The New York Times, *Cruise Ship, Floating Symbol of America’s*
26 *Fear of Coronavirus, Docks in Oakland*, March 9, 2020, <https://www.nytimes.com/2020/03/09/us/coronavirus-cruise-ship-oakland-grand-princess.html> (last visited April 7, 2020).

27 ⁹ Section 160.216 requires that “[w]henver there is a hazardous condition ... on board a vessel or caused by a vessel
28 or its operation, the owner, agent, master, operator, or person in charge must immediately notify the nearest Coast
Guard Sector Office” A “[h]azardous condition means any condition that may adversely affect the safety of any
vessel ... or the environmental quality of any port, harbor, or navigable waterway of the United States. It may, but
need not, involve ... injury or illness of a person aboard” 33 CFR § 160.202 (emphasis added).

1 PRINCESS's Mexico trip died after disembarking. One of these fatalities was the
2 first reported death caused by COVID-19 in California.

3 42. On February 21, 2020, the M/V GRAND PRINCESS arrived at port in
4 San Francisco and some of the passengers from the Mexico trip disembarked.

5 43. Approximately sixty-two passengers, at least two of whom were ill,
6 and over 1,000 crew members remained onboard the M/V GRAND PRINCESS to
7 continue traveling on the ship's next voyage, to Hawaii. Defendants did not
8 implement any effective COVID-19 screening or medical examination procedures
9 for crew or passengers who remained onboard and planned to travel on the Hawaii
10 voyage.

11 44. Defendants did not initiate effective measures to sanitize or disinfect
12 the vessel in-between voyages, and—once again—did not implement any effective
13 procedures for screening or testing new passengers boarding the ship for the Hawaii
14 voyage.

15 45. Defendants did not notify passengers who were scheduled to board the
16 vessel on February 21, 2020, that passengers from the prior Mexico trip had
17 reported COVID-19 symptoms, or of the fact that passengers and crew and
18 remaining on board the M/V GRAND PRINCESS had been exposed to and might
19 be infected with and/or carrying the virus.

20 46. On February 21, 2020, Decedent CARL WEIDNER embarked onto
21 the M/V GRAND PRINCESS, and the ship departed the same day. The vessel
22 sailed to Hawaii and made multiple stops on the Hawaiian islands.

23 47. On February 25, 2020, while Decedent was in the midst of the Hawaii
24 trip aboard the M/V GRAND PRINCESS, Defendants sent emails to passengers
25 who disembarked from the San Francisco-to-Mexico trip on February 21. The email
26 alerted the past passengers about their potential exposure to COVID-19 during their
27 time on the cruise. No such notice was effectively provided to passengers who were
28 onboard the ship on February 25, 2020.

1 48. On February 29, 2020, the vessel left Hawaii.

2 49. Upon information and belief, increased sanitary precautions did not
3 begin onboard the M/V GRAND PRINCESS until on or about March 3, 2020.

4 50. CARNIVAL and PRINCESS did not inform the passengers, including
5 Decedent, on board the M/V GRAND PRINCESS of COVID-19 cases in
6 passengers who traveled on the ship's Mexico trip until on or around March 4,
7 2020. Early in the morning on March 4, 2020, passengers onboard the M/V
8 GRAND PRINCESS received a health advisory explaining that the ship would no
9 longer be traveling to Ensenada, Mexico, as originally scheduled, and would
10 instead return directly to San Francisco. The advisory alerted passengers to the
11 investigation of a "small cluster of COVID-19 cases in Northern California
12 connected to" the M/V GRAND PRINCESS's Mexico trip, and informed
13 passengers of their potential exposure to the virus.

14 51. The advisory further asserted that COVID-19 causes "mild illness in
15 about 80% of cases," and that only "[a]bout 20% of people develop more severe
16 symptoms." Although the letter recognized that COVID-19 can have a heightened
17 risk for "older adults," at various points it compared the virus to "regular flu."
18 Notably, a significant number of passengers aboard most cruise ships, including
19 Decedent, are "older adults." On some ships as many as two-thirds of the guests are
20 over 65.

21 52. The March 4, 2020 health advisory suggested that passengers traveling
22 on the Hawaii trip had already reported suffering from COVID-19 symptoms, and
23 instructed other passengers who were experiencing or had at any time during the
24 trip experienced symptoms "of acute respiratory illness with fever chills or cough"
25 to immediately contact the ship's Medical Center. Finally, the advisory
26 recommended that passengers wash their hands, use hand sanitizer, avoid contact
27 with those suffering from respiratory illness, cover their noses and mouths when
28

1 coughing and sneezing, and avoid touching their eyes and face. It did not make any
2 recommendations for quarantine or social distancing measures.

3 53. The March 4, 2020, health advisory was signed by Grant Tarling, MD,
4 MPH, the Group Senior Vice President and Chief Medical Officer for CARNIVAL
5 and its subsidiary PRINCESS. Tarling is the co-author of an article about
6 respiratory viruses onboard cruise ships. The study acknowledged that cruise ships
7 “represent a potential source for introduction of novel or antigenically drifted
8 influenza virus strains to the United States” and that cruise ship characteristics,
9 such as “close quarters and prolonged contact among travelers on ships and during
10 land-based tours before embarkation, increase the risk of communicable disease
11 transmission.”¹⁰

12 54. Upon information and belief, individuals who had continued on from
13 the prior leg of the cruise to and from Mexico began cabin-based quarantine for the
14 first time on or around March 4, 2020. At that time, Defendants cancelled only
15 large public gatherings, and continued hosting other events that followed the
16 “Princess Patter,” including Formal Night and its associated dinner.

17 55. Because of the COVID-19 outbreak on the M/V GRAND PRINCESS,
18 Governor Gavin Newsom declared a state of emergency on March 4, 2020, to
19 manage the COVID-19 outbreak following the death of a passenger who had been
20 on the Mexico trip. As a result, the State of California refused to allow the vessel
21 into port in San Francisco. The vessel was instead forced to anchor off the coast of
22 San Francisco. Governor Newsom stated at a press conference that there were 11
23 passengers and 10 crew members experiencing symptoms.

24 56. On or about March 5, 2020, two weeks after the ship sailed,
25 Defendants instituted some operational changes, including cabin/state room
26

27 _____
28 ¹⁰ Kimberly B. Rogers, MPH, Shahrokh Roohi, MPH, Timothy M. Uyeki, MD, *et al.*, *Laboratory-based respiratory virus surveillance pilot project on select cruise ships in Alaska, 2013-2015*, *Journal of Travel Medicine*, 1-6, 2 (2017).

1 quarantine, meal service within the cabins/state rooms, and cessation of daily
2 turndown service and communal activities.

3 57. On or about March 9, 2020, the ship was allowed to sail and arrived in
4 the San Francisco Bay escorted by the Coast Guard. The ship docked in Port of
5 Oakland and was met by ambulances and medical personnel.

6 58. On or about March 10, 2020, passengers, including the Decedent, were
7 finally allowed to disembark, and were shuttled to Travis Air Force Base in Solano
8 County, California for further quarantine.

9 59. At the time of this filing, Defendant CARNIVAL has cancelled future
10 cruises embarking from San Francisco through the end of 2020. However,
11 CARNIVAL's website indicates that it intends to begin operating certain cruise
12 ships as early as June 26, 2020, potentially posing grave threats to their passengers,
13 crew members, and the public health.¹¹

14 **III. Decedent Carl Weidner's Experience**

15 60. Decedent Carl Weidner was 74 years old at all times relevant to the
16 events described in this Complaint.

17 61. Decedent boarded the M/V GRAND PRINCESS on February 21,
18 2020, for the voyage en route to Hawaii.

19 62. On or about March 4, 2020, Decedent called his niece and reported
20 that passengers onboard the M/V GRAND PRINCESS were going to be
21 quarantined and that he did not know when the ship would dock, or when he would
22 be allowed to disembark.

23 63. On information and belief, at some point while aboard the ship and
24 more than three (3) nautical miles away from shore, Decedent contracted COVID-
25 19.

26
27
28 ¹¹ See Carnival, Health and Safety Updates, <https://www.carnival.com/health-and-sailing-updates> (last visited April 21, 2020).

1 64. On March 9, 2020, after the ship docked, Decedent was allowed to
2 disembark the vessel and was screened for COVID-19. At that time he did not have
3 a fever.

4 65. On the same day, Decedent was transferred to Travis Air Force Base
5 along with other M/V GRAND PRINCESS passengers who had disembarked from
6 the ship. The bus ride to Travis Air Force Base took approximately three hours and
7 thirty minutes, during which the recently disembarked passengers were held in
8 close proximity to one another.

9 66. On or before March 11, 2020, Decedent began experiencing and
10 showing symptoms of COVID-19, and, on March 11, 2020, he was taken to the
11 hospital at California Pacific Medical Center. He was put on a respirator and tested
12 for COVID-19. His girlfriend, who had also traveled M/V GRAND PRINCESS's
13 Hawaii trip, remained at Travis Air Force Base.

14 67. On March 13, 2020, Decedent received a diagnosis that he tested
15 positive for COVID-19. Three days later, on March 16, 2020, he was told that he
16 would be put on a ventilator.

17 68. Decedent remained on a ventilator for ten days and was placed in a
18 medically-induced coma. To protect patients and the public health, he was not
19 allowed any visitors.

20 69. On March 26, 2020, Decedent died as a result of infection with
21 COVID-19. His death was the direct and proximate result of his exposure to the
22 virus on the ship due to Defendants' failure to take any effective measures to
23 prevent or mitigate the spread of COVID-19 onboard the M/V GRAND
24 PRINCESS.

25 70. Before boarding and embarking upon the February 21, 2020, roundtrip
26 voyage from San Francisco to Hawaii, Defendants knew or should have known the
27 extreme and actual risks of an outbreak of COVID-19 onboard the M/V GRAND
28 PRINCESS. Defendants had already experienced viral outbreak aboard their vessel

1 the M/V DIAMOND PRINCESS and were aware or should have been aware that
2 passengers on the immediately preceding voyage aboard the M/V GRAND
3 PRINCESS had experienced and reported suffering from COVID-19 symptoms.

4 71. Defendants knew the high likelihood of their passengers carrying,
5 spreading, and contracting pathogens, including COVID-19, aboard cruise ships.
6 And—especially in light of the age demographics of cruise line customers—
7 Defendants’ knew the likelihood of passengers suffering severe cases of COVID-19
8 and the likelihood of passengers dying as a result.

9 72. Defendants knew or should have known that they were putting
10 Decedent in actual, extreme, and immediate risk of harm by failing to: notify
11 passengers, including Decedent, of the potential of exposure to COVID-19 onboard
12 the M/V GRAND PRINCESS; implement proper procedures to screen and examine
13 passengers; clean and sanitize the M/V GRAND PRINCESS; isolate and/or
14 quarantine passengers onboard the ship; limit large group activities and events; end
15 the practice of daily turndown service; and/or take other measures to prevent and
16 mitigate the spread of the virus.

17 73. Defendants knew or should have known that by failing to proactively
18 warn passengers—including Decedent—and by failing to take actions to limit
19 opportunities for viral spread, they risked serious personal injury and/or death to
20 their passengers.

21 74. Nevertheless, Defendants consciously disregarded the known high
22 probability of injury and/or death and chose to instead pursue profits rather than
23 protect the public and their customers, including Decedent. Defendants acted
24 negligently, recklessly, carelessly and maliciously.

25 **IV. Relation of Plaintiff’s Claims to Class Action Litigation Against**
26 **Defendants**

27 75. A proposed class action lawsuit has been filed in the Northern District
28 of California against Defendants PRINCESS and CARNIVAL. The class action

1 alleges claims of negligence, gross negligence, negligent infliction of emotional
2 distress, and intentional infliction of emotional distress.

3 76. Although this individual action raises claims in addition to those
4 included in the class action, there exist numerous questions of law and fact—
5 including those related to Defendants’ knowledge, conduct, and duty throughout the
6 events described in this Complaint—common to Plaintiff here, CHRISTOPHER
7 WEIDNER, and the Plaintiffs and proposed Class in *Archer v. Carnival Corp.*, No.:
8 3:20-cv-02381 (N.D. Cal.). These common legal and factual issues include, *inter*
9 *alia*:

10 a. what Defendants knew about the presence and risks associated
11 with the COVID-19 virus, and contagions generally, and when they knew it;

12 b. whether Defendants should have canceled the subject cruise to
13 avoid exposing passengers to a deadly pathogen and/or taken other steps to avoid
14 exposing passengers to a deadly pathogen;

15 c. whether Defendants had a duty to decontaminate the M/V
16 GRAND PRINCESS after they knew or should have known that individuals who
17 had been aboard the M/V GRAND PRINCESS prior to the subject cruise were or
18 were potentially carriers of the COVID-19 virus, and/or after it had been disclosed
19 2 days prior to embarking on the subject leg of the cruise that passengers on the
20 Diamond Princess had perished due to the COVID-19 virus;

21 d. whether Defendants knew or should have known that passengers
22 and crew who had been aboard the M/V GRAND PRINCESS prior to the subject
23 cruise were exposed to or were potentially carriers of the COVID-19 virus;

24 e. whether the fact that prior passengers and crew had been
25 exposed to or were potential carriers of the COVID-19 virus constitutes a material
26 fact reasonable consumers would have considered in deciding whether to embark
27 on the subject cruise;

28

1 f. whether Defendants had a duty to disclose that passengers and
2 crew who had been aboard the M/V GRAND PRINCESS prior to the subject cruise
3 were exposed to or were potentially carriers of the COVID-19 virus, and other
4 relevant information;

5 g. whether Defendants failed to disclose that passengers and crew
6 who had been aboard the M/V GRAND PRINCESS prior to the subject cruise were
7 or were potentially carriers of the COVID-19 virus and other relevant information;

8 h. interpretation of the applicable contract documents and the
9 associated “Passenger Bill of Rights” incorporated therein;

10 i. whether Defendants acted as alter egos and/or agents, such that
11 they should be held jointly liable for the conduct alleged herein;

12 j. whether CARNIVAL CORPORATION is liable for the acts,
13 omissions, and violations described in this Complaint;

14 k. whether CARNIVAL PLC is liable for the acts, omissions, and
15 violations described in this Complaint; and

16 l. whether PRINCESS is liable for the acts, omissions, and
17 violations described in this Complaint;

18 **NOTICE**

19 77. Section 16 (A)(i) of the Passage Contract purports to require that
20 claimants provide notice to PRINCESS and CARNIVAL of any potential claims.
21 Although Plaintiff does not concede that this provision is enforceable, Plaintiff has
22 complied with this requirement by providing written notice to Defendants
23 electronically on April 20, 2020.

24 **CLAIMS FOR RELIEF**

25 **FIRST CAUSE OF ACTION**
26 **NEGLIGENCE – WRONGFUL DEATH –**
UNDER THE DEATH ON THE HIGH SEAS ACT, 46 U.S.C. § 30301 et seq.

27 78. Plaintiff re-alleges all allegations in all preceding paragraphs as if
28 alleged fully herein.

1 79. Defendants owed Decedent CARL WEIDNER, who was a paying
2 passenger that boarded the M/V GRAND PRINCESS on February 21, 2020, a duty
3 to ensure that he would not be exposed to an unreasonable risk of harm.

4 80. Likewise, Defendants owed Decedent a duty to take actions to prevent
5 and mitigate the risk of threats to his health and safety, including by ensuring that
6 the M/V GRAND PRINCESS was properly cleaned, disinfected, and safely
7 maintained.

8 81. Defendants knew or should have known that cruise ships pose an
9 especially severe risk of viral outbreak. Defendants knew or should have known
10 that cruise ships owned and operated by Defendants had been the sites of prior,
11 lethal outbreaks of COVID-19, and should have been aware of new guidelines for
12 the cruise industry published by Dr. Hadjichristoulou and a team of European
13 experts on February 3, 2020. In particular, Defendants had knowledge of the actual
14 risks facing passengers based on, among other facts, the outbreak of the virus on the
15 Diamond Princess, a mere three weeks prior to the instant outbreak.

16 82. Defendants knew or should have known that passengers traveling on
17 the M/V GRAND PRINCESS had suffered COVID-19 symptoms and that
18 passengers and crew aboard the M/V GRAND PRINCESS's San Francisco-Mexico
19 voyage who remained onboard the vessel for the San Francisco-Hawaii voyage
20 were or could have been exposed to and were or could have been carriers of the
21 virus.

22 83. Defendants also knew or should have known that COVID-19 posed
23 especially high risks for adults over the age of 65 and that a large number of their
24 passengers, including Decedent, were over the age of 65.

25 84. Defendants failed to do what a reasonably careful cruise ship owner
26 and operator would do under the circumstances.

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1 85. Defendants breached their duties to the Decedent when, with the
2 aforementioned knowledge, Defendants nevertheless chose to go forward with the
3 San Francisco-Hawaii voyage.

4 86. Defendants also breached their duties when, with that same
5 knowledge, they chose not to effectively screen or medically examine any
6 passengers or crew, including the approximately sixty-two passengers and over
7 1,000 crew members who had traveled on the San Francisco-Mexico trip and were
8 also traveling on the San Francisco-Hawaii trip.

9 87. Defendants further breached their duties to Decedent when, with the
10 above-mentioned knowledge, Defendants boarded, without additional
11 decontamination and screening protocols, over 2,000 passengers, including
12 Decedent, onto the likely-infested ship and negligently chose not to notify those
13 passengers of: the actual risk that the ship was infested with COVID-19 due to
14 prior passengers' infections; the actual and extreme risks of contracting COVID-19
15 while using facilities on the vessel; and/or the actual and extreme risks of
16 contracting COVID-19 while mingling with passengers and crew who had traveled
17 on the Mexico voyage.

18 88. Defendants again breached their duties to Decedent when, throughout
19 the San Francisco-Hawaii voyage, with the aforementioned knowledge, they
20 repeatedly chose not to inform Decedent and his fellow passengers of the
21 continuing and growing risks of contracting COVID-19, and chose not to provide
22 Decedent with the informed option to disembark at one of the vessel's ports of call.

23 89. Additionally, Defendants breached their duties to the Decedent when,
24 on or before February 25, 2020, Defendants repeatedly failed to notify passengers
25 aboard the M/V GRAND PRINCESS during the San Francisco-Hawaii voyage that
26 passengers on the Mexico voyage had been diagnosed with COVID-19, that at least
27 one had died, and that certain passengers and crew from that trip remained onboard
28 the M/V GRAND PRINCESS. Moreover, Defendants breached their duties to

1 Decedent when, after notifying prior M/V GRAND PRINCESS passengers of their
2 potential exposure on February 25, 2020, Defendants continued not to alert
3 passengers on the instant voyage, including Decedent, until the morning of March
4 4, 2020.

5 90. Finally, Defendants continued to breach their duties to Decedent,
6 throughout the duration of the M/V GRAND PRINCESS's San Francisco-Hawaii
7 voyage, with the aforementioned knowledge and without any warning to the
8 passengers onboard, when they, *inter alia*, chose not to implement quarantine or
9 social distancing protocols; chose to continue operating large, public gatherings,
10 communal activities, and meals—which they encouraged passengers to attend; and
11 chose to continue to operate daily turndown service.

12 91. It was reasonably foreseeable that, due to these choices, acts,
13 omissions, and negligent behaviors by Defendants, passengers, including the
14 Decedent, would suffer serious injuries and/or illness, suffer complications from
15 those injuries and/or illness, and die as a result.

16 92. As a direct and proximate result of Defendants' wrongful acts and
17 outrageous failures to safeguard Decedent, Decedent contracted COVID-19 while
18 onboard the M/V GRAND PRINCESS more than three (3) nautical miles from the
19 shore of the United States.

20 93. Decedent was forced to spend days at Travis Air Force Base, was sent
21 to the hospital at California Pacific Medical Center, spent over two weeks in the
22 hospital—ten days of which were spent on a respirator in a medically-induced
23 coma—and subsequently died.

24 94. As a direct and proximate result of Defendants' wrongful acts and
25 outrageous failures to safeguard Decedent, Plaintiff CHRISTOPHER WEIDNER
26 has sustained and will incur pecuniary damages caused by Decedent's death
27 including funeral and burial expenses, the loss of financial support Decedent would
28 have contributed to the family; the loss of inheritance; the loss of gifts or benefits

1 that Plaintiff would have expected to receive from Decedent; the reasonable value
2 of household services that Decedent would have provided, and other losses, the full
3 nature and extent of which are not yet known to Plaintiff, and leave is requested to
4 amend this Complaint to conform to proof at the time of trial.

5 **SECOND CAUSE OF ACTION**
6 **COMMON LAW NEGLIGENCE –WRONGFUL DEATH**

7 95. Plaintiff re-alleges all allegations in all preceding paragraphs as if
8 alleged fully herein.

9 96. Out of an abundance of caution, including if this Court should
10 determine that the Death on the High Seas Act, 46 U.S.C. § 30301 *et seq.*, does not
11 apply in this case, Plaintiff additionally alleges in the alternative that Defendants
12 are liable for Decedent’s wrongful death under maritime common law negligence.

13 97. Defendants owed Decedent CARL WEIDNER, who was a paying
14 passenger that boarded the M/V GRAND PRINCESS on February 21, 2020, a duty
15 to ensure that he would not be threatened with an unreasonable risk of harm.

16 98. Defendants owed Decedent a duty to take actions to prevent and
17 mitigate unreasonable risks of threats to his health and safety, including by ensuring
18 that the M/V GRAND PRINCESS was properly cleaned, disinfected, and safely
19 maintained.

20 99. Defendants knew or should have known that the threat of contracting
21 COVID-19 aboard the M/V GRAND PRINCESS was unreasonably high and posed
22 a severe risk of injury and/or death.

23 100. Nevertheless, Defendants failed to take effective measures to prevent,
24 limit, or address the spread of COVID-19 aboard the M/V GRAND PRINCESS.
25 Defendants breached their duties to the Decedent by, among other things, refusing
26 to cancel the February 21, 2020 voyage aboard the M/V GRAND PRINCESS and
27 by boarding passengers onto a ship Defendants knew or should have known was
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1 contaminated with COVID-19 alongside passengers and crew members who had
2 been exposed to, and were likely vectors of, the virus.

3 101. Defendants also breached their duties to Decedent by failing to take
4 appropriate and effective measures to clean, sanitize, and/or disinfect the M/V
5 GRAND PRINCESS in between the Mexico-San Francisco voyage and the San
6 Francisco-Hawaii voyage, or after embarkation and during the Hawaii trip.

7 102. Defendants further breached their duties when they chose not to
8 implement effective medical screenings or examinations for passengers already
9 onboard and/or for those newly boarding the ship, and did not establish social
10 distancing or quarantine protocols for any passengers until on or before March 5,
11 2019.

12 103. Defendants also breached their duties when they did not disembark
13 those passengers and crew members from the prior Mexico voyage who were
14 known to have been exposed to COVID-19, and when they did not institute
15 effective measures of social distancing and / or quarantine for those passengers and
16 crew members, in order to limit the spread of COVID-19 among newly boarded
17 passengers.

18 104. Defendants additionally breached their duties to Decedent when they
19 failed to notify passengers, including Decedent, of: the risk of contracting COVID-
20 19 while aboard the M/V GRAND PRINCESS; the presence on the vessel of
21 passengers and crew members who had been exposed to COVID-19; and of the
22 option and potential health benefits of disembarking from the ship at one of its ports
23 of call.

24 105. Defendants further breached their duties to Decedent by actively
25 encouraging passengers, including Decedent, to attend large gatherings and events
26 and “mingle” with other passengers, and when they failed to take other measures in
27 limiting interactions among passengers and crew members, such as by ceasing to
28 offer turndown service.

1 106. As a direct and proximate result of Defedents' wrongful acts and
2 outrageous failures to safeguard Decedent, Decedent contracted COVID-19.

3 107. Decedent was forced to spend days at Travis Air Force Base, was sent
4 to California Pacific Medical Center, spent over two weeks in the hospital—ten
5 days of which were spent on a respirator in a medically-induced coma—and
6 subsequently died.

7 108. As a direct and proximate result of Defendants' wrongful acts and
8 outrageous failures to safeguard Decedent, Plaintiff CHRISTOPHER WEIDNER
9 has sustained and will incur damages, including wrongful death damages and other
10 losses, the full nature and extent of which are not yet known to Plaintiff, and leave
11 is requested to amend this Complaint to conform to proof at the time of trial.

12 **THIRD CAUSE OF ACTION**
13 **COMMON LAW GROSS NEGLIGENCE –WRONGFUL DEATH**

14 109. Plaintiff re-alleges all allegations in all preceding paragraphs as if
15 alleged fully herein.

16 110. Out of an abundance of caution, including if this Court should
17 determine that the Death on the High Seas Act, 46 U.S.C. § 30301 et seq., does not
18 apply in this case, Plaintiff additionally alleges in the alternative that Defendants
19 are liable for Decedent's wrongful death under maritime common law gross
20 negligence.

21 111. Defendants owed Decedent CARL WEIDNER, who was a paying
22 passenger that boarded the M/V GRAND PRINCESS on February 21, 2020, a duty
23 to ensure that he would not be exposed to an unreasonable risk of harm.

24 112. Likewise, Defendants owed Decedent a duty to take actions to prevent
25 and mitigate the risk of threats to his health and safety, including by ensuring that
26 the M/V GRAND PRINCESS was properly cleaned, disinfected, and safely
27 maintained.
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1 113. Defendants knew or should have known that cruise ships pose an
2 especially severe risk of viral outbreak. Defendants knew or should have known
3 that cruise ships owned and operated by Defendants had been the sites of prior,
4 lethal outbreaks of COVID-19, and should have been aware of new guidelines for
5 the cruise industry published by Dr. Hadjichristoulou and a team of European
6 experts on February 3, 2020. In particular, Defendants had knowledge of the actual
7 risks facing passengers based on the outbreak of the virus on the Diamond Princess,
8 a mere three weeks prior to the instant outbreak.

9 114. Defendants knew or should have known that passengers traveling on
10 the M/V GRAND PRINCESS had suffered COVID-19 symptoms and that
11 passengers aboard the M/V GRAND PRINCESS's San Francisco-Mexico voyage
12 who remained onboard the vessel for the San Francisco-Hawaii voyage were or
13 could have been exposed to and were or could have been carriers of the virus.

14 115. Defendants knew or should have known that crew aboard the M/V
15 GRAND PRINCESS were or could have been exposed to COVID-19 and were or
16 could have been carriers of the virus.

17 116. Defendants also knew or should have known that COVID-19 posed
18 especially high risks for adults over the age of 65 and that a large number of their
19 passengers, including Decedent, were over the age of 65.

20 117. Defendants' conduct in deciding to continue to operate the M/V
21 GRAND PRINCESS, even with the aforementioned knowledge, demonstrates an
22 intentional failure to do what a reasonably careful cruise ship owner and operator
23 would do under the circumstances, exhibits a willful and conscious disregard for the
24 Decedent, and evidences recklessness and indifference by Defendants, which
25 constitutes gross negligence.

26 118. Defendants' decision not to effectively clean, sanitize, or disinfect the
27 M/V GRAND PRINCESS, despite their aforementioned knowledge that the ship
28 likely was infested with COVID-19, demonstrates an intentional failure to do what

1 a reasonably careful cruise ship owner and operator would do under the
2 circumstances, exhibits a willful and conscious disregard for the Decedent, and
3 evidences recklessness and indifference by Defendants, which constitutes gross
4 negligence.

5 119. Defendants' failure to abide by the guidelines issued on February 3,
6 2020, by not disembarking, on February 21, 2020, passengers known to have been
7 in casual contact with individuals who reported COVID-19 symptoms and were
8 later diagnosed with the virus, constitutes a failure to provide even a modicum of
9 care to Decedent. Furthermore, the continued and repeated choice not to quarantine
10 or otherwise shelter in their cabins the passengers and crew members who traveled
11 on the San Francisco-Mexico voyage demonstrates a willful and conscious
12 disregard for the rights and safety of others and amounts to an extreme departure of
13 what a reasonably careful cruise ship owner and operator would do.

14 120. Defendants' choice not to warn Decedent of his actual risk of harm in
15 being exposed to COVID-19, either prior to boarding or while he was already on
16 board, in light of the prior passenger who came down with symptoms and later
17 died, along with others from that prior voyage that exhibited symptoms, and the
18 crew member who disembarked during this voyage due to COVID-19-related
19 illness, constitutes a failure to provide even a modicum of care to Decedent. The
20 continued and repeated choice to provide passengers, including Decedent, with no
21 notice of the actual risks facing them demonstrates a willful and conscious
22 disregard for the rights and safety of others and amounts to an extreme departure of
23 what a reasonably careful cruise ship owner and/or operator would do.

24 121. Moreover, Defendants demonstrated a willful and conscious disregard
25 for the rights and safety of others and an extreme departure of what a reasonably
26 careful cruise ship owner and/or operator would do through their continued and
27 repeated choices to: not effectively sanitize and disinfect the M/V GRAND
28 PRINCESS, either before or during the San Francisco-Hawaii voyage; not institute

1 medical screening and examinations for passengers and crew members; host large
2 social gatherings and meals; conduct daily turn-down service; and not implement
3 quarantine or social distance protocols until on or around March 5, 2020. These
4 decisions manifest Defendants' utter failure to provide even a modicum of care to
5 Decedent.

6 122. Defendants prioritized profits over people and continued to operate
7 business as usual, despite their knowledge that the COVID-19 global pandemic and
8 the condition and environment of the M/V GRAND PRINCESS posed an actual,
9 potentially-lethal, risk to the safety and well-being of the general public, their crew,
10 and their passengers, including Decedent.

11 123. As a direct and proximate result of Defendants' failure to provide even
12 scant care to Decedent CARL WEIDNER, Decedent was placed at actual, continual
13 risk of immediate, and deadly, physical harm.

14 124. As a direct and proximate result of Defendants' wrongful acts and
15 outrageous failures to safeguard Decedent, Decedent contracted COVID-19.

16 125. Decedent was forced to spend days at Travis Air Force Base, was sent
17 to the California Pacific Medical Center hospital, spent over two weeks in the
18 hospital—ten days of which were spent on a ventilator and in a medically-induced
19 coma—and subsequently died.

20 126. As a direct and proximate result of Defendants' wrongful acts and
21 outrageous failures to safeguard Decedent, Plaintiff CHRISTOPHER WEIDNER
22 has sustained wrongful death damages. Additionally, Plaintiff CHRISTOPHER
23 WEIDNER has incurred, and will incur, wrongful death damages and other losses,
24 the full nature and extent of which are not yet known to Plaintiff, and leave is
25 requested to amend this Complaint to conform to proof at the time of trial.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and as Personal Representative of the Decedent CARL WEIDNER, prays for judgment against Defendants, and each of them, as follows:

1. For pecuniary damages arising as a result of Decedent’s wrongful death, including but not limited to, funeral and burial expenses, the loss of financial support Decedent would have contributed to the family; the loss of inheritance; the loss of gifts or benefits that Plaintiff would have expected to receive from Decedent; the reasonable value of household services that Decedent would have provided, past and future loss of love, companionship, comfort, care, assistance, protection, affection, society, moral support, training and guidance of Decedent, and all other damages recoverable under applicable law.
2. An award of attorneys’ fees and costs, as allowed by law;
3. An award of pre-judgment and post-judgment interest, as provided by law;
4. For such other and further relief as the Court deems just and proper.


Dated: May 4, 2020

Respectfully submitted,
MARY ALEXANDER & ASSOCIATES, P.C.

By: Mary E. Alexander
Mary E. Alexander, Esq.
Brendan D.S. Way, Esq.

1 Dated: May 4, 2020

LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP

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4 By: 
Elizabeth J. Cabraser, Esq.
Jonathan D. Selbin, Esq.

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6 *Attorneys for Plaintiff*

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