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9  
10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 JAMES HEINZER, and BARBARA  
13 HEINZER, individually and on behalf of  
14 all similarly situated, Class Plaintiffs,

15 Plaintiffs,

16 vs.

17 PRINCESS CRUISE LINES, LTD., a  
18 corporation for profit,

19 Defendant.

CASE NO.:

**PLAINTIFFS' CLASS ACTION  
AND INDIVIDUAL COMPLAINT  
AND DEMAND FOR JURY TRIAL**

20  
21 **PLAINTIFFS' CLASS ACTION AND INDIVIDUAL**  
22 **COMPLAINT AND DEMAND FOR JURY TRIAL**

23 Plaintiffs, JAMES HEINZER, and BARBARA HEINZER, bring this class  
24 action, individually and on behalf of all similarly situated passengers on the *Ruby*  
25 *Princess*, and hereby sue Defendant PRINCESS CRUISE LINES, LTD. (hereinafter  
26 "PRINCESS"), a for profit corporation, and for good cause alleges:

27 **THE PARTIES AND JURISDICTION**

- 28
1. Plaintiff, JAMES HEINZER, is sui juris, is a resident of California and citizen of the United States.
  2. Plaintiff, BARBARA HEINZER, is sui juris, is a resident of California

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and citizen of the United States.

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3. At all times material, Defendant PRINCESS is incorporated in Bermuda, with its worldwide headquarters, principal address and principal place of business located in the County of Los Angeles, California.

4. The matter in controversy exceeds the required amount, exclusive of interest and costs, and is a class action brought under this Honorable Court's jurisdiction pursuant to 28 U.S.C. § 1332(d)(2). In the event that class status is not certified, then this matter is brought under the admiralty and maritime jurisdiction of this Honorable Court.

5. This action is being pursued in this Court, as opposed to state court as otherwise allowed by the Saving to Suitors Clause of 28 U.S.C. §1333, because Defendant PRINCESS unilaterally inserts a forum selection clause into its cruise tickets that requires its passengers to file cruise-related suits *only in this federal district and division*, as opposed to any other place in the world.

6. Defendant PRINCESS, at all times material hereto, personally or through an agent:

- a. Operated, conducted, engaged in or carried on a business venture in this state and/or county or had an office or agency in this state and/or county;
- b. Was engaged in substantial activity within this state;
- c. Operated vessels in the waters of this state;
- d. Purposefully availed themselves of the benefits of conducting activities in California by purposefully directing their activities toward the state, thereby obtaining the benefits and protections of the state's laws;
- e. The acts of the Defendant PRINCESS set out in this Complaint occurred in whole or in part in this state and/or county;

f. The cruise line ticket for the Plaintiffs requires that suit be brought in this Court against the named Defendant PRINCESS in this action.

7. At all times material, Defendant PRINCESS was and is a common carrier engaged in the business of marketing, selling and operating a cruise line out of various ports throughout the world including, Los Angeles, California, San, Francisco, California, and Sydney, Australia.

8. At all times material, Defendant PRINCESS derived substantial revenue from cruises originating and terminating in various ports throughout the world including, Los Angeles, California, San, Francisco, California, and Sydney, Australia.

9. At all times material, Defendant PRINCESS operated, managed, maintained, supervised, chartered, and/or controlled a large commercial vessel named *Ruby Princess* (commonly referred to as “the subject vessel”).

10. At all times material, Defendant PRINCESS transported fare-paying passengers on cruises aboard its vessel *Ruby Princess*.

11. This action is an action under general maritime law and the laws of California, as applicable.

**GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

12. This Class Action lawsuit involves Defendant’s (a) knowing and intentional decision to proceed with a 14-day cruise on March 8, 2020, knowing at least one of its passengers from the prior voyage had symptoms of coronavirus; (b) knowing and intentional decision to conceal from passengers at any time prior to boarding and/or while they were already onboard that there were passengers on the prior voyage with symptoms of the coronavirus and/or other passengers with symptoms of the coronavirus on the subject voyage; and (c) knowing and intentional decision to not quarantine passengers knowing passengers on the prior voyage tested positive for COVID-19 and/or knowing passengers on the March 8, 2020 cruise were

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1 experiencing symptoms of COVID-19. In so doing, Defendant subjected over 2,700  
2 passengers to the highly contagious coronavirus, and exposing passengers to actual  
3 risk of immediate physical injury and death.

4 **Factual Allegations Surrounding the Cruise Industry and the Coronavirus**

5 13. In the recent months, there has been a worldwide outbreak of a new virus,  
6 the coronavirus, also known as COVID-19. The virus originated in China, and quickly  
7 spread throughout Asia, Europe, and most recently, North America.

8 14. The dangerous conditions associated with COVID-19 include its  
9 manifestations – severe pneumonia, acute respiratory distress syndrome (ARDS),  
10 septic shock and/or multi-organ failure<sup>1</sup> – and/or its symptoms – fever, dry cough,  
11 and/or shortness of breath<sup>2</sup> – as well as the high fatality rate associated with  
12 contracting the virus.<sup>3</sup> The dangerous conditions associated with COVID-19 also  
13 include its extreme contagiousness. For example, a person with COVID-19 infects,  
14 on average, another 2.5 people, and COVID-19 is therefore more contagious than  
15 Ebola or Influenza.<sup>4</sup>

16 15. There have been over one million cases worldwide and over one hundred  
17 thousand deaths as a result of the coronavirus. Those fatalities have largely been  
18 amongst the elderly population, and those with underling medical complications.

19 <sup>1</sup> See Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order*,  
20 [https://www.cdc.gov/quarantine/pdf/signed-manifest-order\\_031520.pdf](https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf).

21 <sup>2</sup> See Mayo Clinic, *Symptoms and Causes*, [https://www.mayoclinic.org/diseases-](https://www.mayoclinic.org/diseases-conditions/coronavirus/symptoms-causes/syc-20479963)  
22 [conditions/coronavirus/symptoms-causes/syc-20479963](https://www.mayoclinic.org/diseases-conditions/coronavirus/symptoms-causes/syc-20479963) (last accessed April 6, 2020); see also Centers for  
23 Disease Control and Prevention, *Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019*, (last updated February 18, 2020) [https://www.cdc.gov/quarantine/maritime/recommendations-for-](https://www.cdc.gov/quarantine/maritime/recommendations-for-ships.html)  
[ships.html](https://www.cdc.gov/quarantine/maritime/recommendations-for-ships.html).

24 <sup>3</sup> See Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order*  
25 [https://www.cdc.gov/quarantine/pdf/signed-manifest-order\\_031520.pdf](https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf) (identifying a 3.6% global fatality  
26 rate); Journal of the American Medical Association, *Case-Fatality Rate and Characteristics of Patients Dying in relation to COVID-19 in Italy*, <https://jamanetwork.com/journals/jama/fullarticle/2763667>  
(identifying a 7.2% and 2.3% fatality rate in Italy and China, respectively).

27 <sup>4</sup> Popular Science, *COVID-19 Contagiousness*, <https://www.popsci.com/story/health/how-diseases-spread/>.

16. Outlined below is a timeline of events relevant to this Class Action lawsuit against Defendant. This timeline supports Defendant having actual knowledge of the dangerous conditions and/or explosive contagiousness associated with COVID-19 at the time the first Class Member contracted COVID-19:

- a. December 31, 2019 – The local government in Wuhan, China, confirmed with the World Health Organization (hereinafter “WHO”) that local health authorities in Wuhan were treating an influx of dozens of patients with what appeared to be novel cases of pneumonia with an unknown cause.
- b. January 5-7, 2020 – China announced that the novel pneumonia cases in Wuhan were not caused by severe acute respiratory syndrome (hereinafter “SARS”) or middle-east respiratory syndrome (hereinafter “MERS”) – but COVID-19 – which belongs to the highly-contagious family of coronaviruses, including SARS and MERS.
- c. January 11, 2020 – The Wuhan Municipal Health Commission announced the first death caused by COVID-19.
- d. January 20, 2020 – A situation report published by the WHO confirmed COVID-19 cases outside of mainland China in Thailand, Japan and South Korea, which the WHO believed to have been exported from Wuhan, China. The situation report also identified 282 positive COVID-19 diagnoses worldwide with 278 of those positive cases within China.
- e. January 23, 2020 – Chinese authorities take the unprecedented measure of closing off Wuhan – a city of over 11,000,000 people – to stop the spread of COVID-19.
- f. January 24, 2020 – The United States Coast Guard issued a Maritime Safety Information Bulletin (MSIB) on January 24, 2020, the entitled *Novel Coronavirus Precautions*, directed to all vessel owner and operators<sup>5</sup>. The MSIB alerted shipowners and operators of the outbreak, provided guidance and mandated that they report sick or deceased crew/passengers to the Center for Disease Control (hereinafter the “CDC”).

<sup>5</sup>See, [https://www.maritimedelriv.com/storage/app/media/Agencies/USCG/USCG\\_MSIB/USHQ\\_MSIB\\_01\\_20\\_MTS\\_Precautions.pdf](https://www.maritimedelriv.com/storage/app/media/Agencies/USCG/USCG_MSIB/USHQ_MSIB_01_20_MTS_Precautions.pdf)

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- 1 g. January 24, 2020 – the Department of Transportation Maritime  
2 Administration (hereinafter “MARAD”) issued a Maritime Security  
3 Communication with Industry (hereinafter “MSCI”) advisory entitled  
4 *2020-002A-Global-Novel Coronavirus Outbreak*.<sup>6</sup>
- 5 h. January 30, 2020 – WHO declared COVID-19 a “global health  
6 emergency” – recognizing that COVID-19 posed a risk beyond China.  
7 The U.S. Department of State issued a Level 4 (highest level) travel  
8 advisory as it related to U.S. citizens who planned to travel to China.<sup>7</sup>
- 9 i. January 31, 2020 – MARAD issued another MSCI advisory entitled  
10 *2020-0004-Global-Novel Coronavirus Outbreak*<sup>8</sup> again alerting  
11 shipowners and operators, such as the Defendant PRINCESS, to  
12 coronavirus outbreak and reporting requirements to the CDC. MARAD  
13 issued a follow-up MSCI advisory on February 8, 2020 entitled *2020-  
14 0005-Global-Novel Coronavirus Outbreak*.<sup>9</sup>
- 15 j. February 2, 2020 – China reports that the death toll from COVID-19 in  
16 mainland China (361) exceeded the death toll in mainland China from  
17 the SARS outbreak in the early 2000s (349).
- 18 k. February 5, 2020 – Chinese officials announced that nearly 500 people  
19 in mainland China have died as a result of COVID-19.
- 20 l. February 5, 2020 (*Diamond Princess*) – Passengers aboard the *Diamond  
21 Princess* near Yokohama, Japan began a two-week quarantine after nine  
22 (9) passengers and one (1) crewmember tested positive for COVID-19  
23 while aboard the vessel. See *infra* for further details.
- 24 m. On February 13, 2020 – The CDC published the Interim Guidance for  
25 Ships on Managing Suspected Coronavirus Disease 2019, which  
26 provided guidance for ship operators, including cruise ship operators, to  
27 help prevent, detect, and medically manage suspected COVID-19  
28 infections. See *infra* for further details.

<sup>6</sup> See, <https://www.maritime.dot.gov/content/2020-002a-global-novel-coronavirus-outbreak>

<sup>7</sup> Ryan Goodman and Danielle Schulkin, *Timeline of the Coronavirus Pandemic and U.S. Response*, Just Security, April 13, 2020, <https://www.justsecurity.org/69650/timeline-of-the-coronavirus-pandemic-and-u-s-response/>.

<sup>8</sup> See, <https://www.maritime.dot.gov/content/2020-004-global-novel-coronavirus-outbreak>

<sup>9</sup> See, <https://www.maritime.dot.gov/content/2020-005-global-novel-coronavirus-outbreak>

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- n. February 21, 2020 (*Grand Princess*) – The *Grand Princess* embarks on a voyage despite its cruise operator, Princess, having knowledge that at least one of its passengers from a prior voyage who disembarked the *Grand Princess* on February 21, 2020 had symptoms of COVID-19 while aboard the vessel. See *infra* for further details.
- o. February 19-25, 2020 (*Diamond Princess*) – Following the two-week quarantine aboard the *Diamond Princess*, Japanese officials announced that of the 3,711 passengers aboard the vessel, over 700 tested positive for COVID-19 (18.8%) – the largest cluster of positive COVID-19 cases outside of mainland China at that time. See *infra* for further details.
- p. March 8, 2020 – Spain (a country which borders France to the south) reported 589 COVID-19 cases and 17 COVID-19 related deaths.
- q. March 9, 2020 (*Grand Princess*) – The *Grand Princess* docked in Oakland, California and its passengers were held in quarantine. Of the 3,553 passengers onboard, 21 of the 46 first round of passengers tested for COVID-19 tested positive (45%). Many passengers ultimately refused COVID-19 testing so that they could disembark and travel to the safety of their homes quicker.
- r. March 12, 2020 – Spain reported over 3,000 COVID-19 cases and 84 COVID-19 related deaths.
- s. March 14, 2020 – Spain ordered a nation-wide lockdown, banning all intra-country travel except travel to procure food, medicine and travel related to essential business operations.

17. The CDC’s February 13, 2020, *Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019*, which provided guidance for ship operators, including cruise ship operators, to help prevent, detect, and medically manage suspected COVID-19 infections aboard ships, like the *Ruby Princess*. See the Memorandums cited at footnote 1.

18. In view of the fact that Dr. Grant Tarling, the Chief Medical Officer of Defendant’s parent company Carnival Corporation, stated that Defendant has “deep

1 partnerships with... the U.S. Centers for Disease Control and Prevention,”<sup>10</sup>  
2 Defendant knew and/or should have been aware of this Memorandum, including, but  
3 not limited to, the dangerous conditions and/or explosive contagiousness associated  
4 with COVID-19, and it’s all but certain presence aboard the *Ruby Princess* at that  
5 time.

6 19. This Memorandum provided cruise vessel operators, like Defendant,  
7 with numerous helpful considerations to assist in detecting and preventing the spread  
8 of COVID-19 amongst its crewmembers, passengers and its vessels at large, some of  
9 which include:

- 10 • “Early detection, prevention, and control of Coronavirus Disease 2019  
11 (COVID-19) on ships **is important** to protect the health of travelers on  
12 ships and to avoid transmission of the virus by disembarking passengers  
13 and crew members who are suspected of having COVID-19”;
- 14 • “Identifying and isolating passengers and crew with possible symptoms  
15 of COVID-19 as soon as possible **is needed** to minimize transmission of  
16 this virus”;
- 17 • “To reduce spread of respiratory infections including COVID-19, CDC  
18 **recommends** that ships encourage crew members and passengers to
  - 19 ▪ Postpone travel when sick
  - 20 ▪ Watch their health
  - 21 ▪ Self-isolate and inform the onboard medical center immediately if  
22 they develop a fever (100.4°F / 38°C or higher), begin to feel  
23 feverish, or develop other signs or symptoms of sickness
  - 24 ▪ Use respiratory, cough, and hand hygiene

25 \_\_\_\_\_  
26 <sup>10</sup> This information was posted on PRINCESS’ website in a video regarding Enhanced Boarding Procedures  
27 due to COVID-19 on February 29, 2020. See Princess Cruise Lines, Ltd., *Enhanced Boarding Procedures  
28 and Onboard Preventative Measures*, PRINCESS CRUISE LINES, LTD., February 29, 2020,  
[https://www.princess.com/news/notices\\_and\\_advisories/notices/dr-grant-tarling-chief-medical-officer.html](https://www.princess.com/news/notices_and_advisories/notices/dr-grant-tarling-chief-medical-officer.html)  
(last visited April 22, 2020).



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- Advise passengers and crew of the importance of covering coughs and sneezes with a tissue. Dispose used tissues immediately in a disposable container (e.g., plastic bag) or a washable trash can.
- Remind passengers and crew members to wash their hands often with soap and water, especially after coughing or sneezing. If soap and water are not available, they can use a hand sanitizer containing 60%-95% alcohol)
- **“Deny boarding of a passenger or crew member** who is suspected to have COVID-19 infection based on signs and symptoms plus travel history in China or other known exposure at the time of embarkation”;
- “Passengers and crewmembers who have had high-risk exposures to a person suspected of having COVID-19 **should be** quarantined in their cabins. All potentially exposed passengers, cruise ship medical staff, and crew members **should** self-monitor under supervision of ship medical staff or telemedicine providers until 14 days after the last possible exposure”;
- **“Isolate passengers or crew onboard** who are suspected of having COVID-19 infection in a single-occupancy cabin with the door closed until symptoms are improved.”

See Centers for Disease Control and Prevention, *Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019*, (last updated February 18, 2020) <https://www.cdc.gov/quarantine/maritime/recommendations-for-ships.html>.

20. According to Dr. Martin Cetron, the Director of the CDC’s Division of Global Migration and Quarantine, cruise ships have a higher risk of infectious disease spread than arenas, theaters and restaurants.<sup>11</sup>

21. Defendant and the cruise industry got an early warning of how easily the virus could spread on its massive ocean liners when the first cases emerged on the

<sup>11</sup> Taylor Dolven, Sarah Blaskey, Nicholas Nehamas, and Alex Harris, *COVID CRUISES: Cruise Ships Sailed on Despite the Coronavirus. Thousands of People Paid the Price*, MIAMI HERALD, April 23, 2020, <https://www.miamiherald.com/news/business/tourism-cruises/article241640166.html> (last visited April 23, 2020).

1 *Diamond Princess*, also owned and operated by Defendant, in early February 2020 in  
 2 Yokohama Harbor. The outbreak began with ten cases, and rapidly multiplied to  
 3 seven hundred cases, as a result of the flawed two week quarantine on the ship.

4 22. Defendant and the cruise industry got another warning of how severe the  
 5 virus could spread on cruise ships when the *Grand Princess*, also owned by  
 6 Defendant, had a breakout in late February 2020 off the coast of California. Princess  
 7 had knowledge that at least one of its passengers from a prior voyage who  
 8 disembarked February 21, 2020, had symptoms of coronavirus, and yet it made the  
 9 conscious decision to proceed with the voyage that began on February 21, 2020, with  
 10 another three thousand passengers on an infected ship. Prior to boarding the February  
 11 21, 2020 voyage on the *Grand Princess*, passengers were simply asked to fill out a  
 12 piece of paper confirming they were not sick. Not one passenger was questioned, let  
 13 alone examined in any capacity. As a result of Princess' lackadaisical approach to the  
 14 safety of passengers and crew, 103 passengers tested positive for the coronavirus and  
 15 two people have died so far.

16 23. The Center for Disease Control (CDC) issued a statement on February  
 17 18, 2020 that "the rate of new reports of positives new on board [the *Diamond*  
 18 *Princess*], especially among those without symptoms, **highlights the high burden of**  
 19 **infection on the ship and potential for ongoing risk.**" Seven of the *Diamond*  
 20 *Princess*' passengers died as a result of COVID-19.

21 24. Defendant's Chief Medical Officer Dr. Grant Tarling took to the media  
 22 in late February 2020 to reassure crew and future passengers "we've learned from our  
 23 recent experiences,' and the measures would in part 'enhance the cruising experience  
 24 so it continues to be an exceptional and safe way to travel."<sup>12</sup>

25  
 26 <sup>12</sup> Duncan McNab, *Coronavirus Australia: Explosive Developments in Ruby Princess Cruise Ship Saga*, 7NEWS, April  
 27 5, 2020, <https://7news.com.au/lifestyle/health-wellbeing/coronavirus-australia-explosive-developments-in-ruby-princess-cruise-ship-saga-c-957325> (last visited April 22, 2020).

1 25. On February 29, 2020, in a videotaped message regarding COVID-19,  
 2 posted on PRINCESS' website and its YouTube page, Dr. Tarling stated "in light of  
 3 the global spread of coronavirus" Defendant have updated its boarding procedures  
 4 onboard all its ships, including "temperature checks of all boarding guests," and  
 5 "conducting thorough passport review and verification ensure guests have not  
 6 traveled within the past 14 days to countries where there is a travel restriction or health  
 7 alert due to widespread coronavirus spread."<sup>13</sup> Yet, PRINCESS did not do such for  
 8 the boarding of the March 8, 2020 *Ruby Princess* cruise.

9 26. It would only stand to reason, that knowing of these prior traumatic  
 10 outbreaks on another of its vessels less than a month prior to the subject voyage on  
 11 the *Ruby Princess*, that Defendant PRINCESS would have learned to take all  
 12 necessary precautions to keep its passengers, crew and the general public safe. This  
 13 likely would have meant that the voyage, in its entirety, would have been cancelled.  
 14 Despite knowing full well of the tremendous risk faced by all the passengers (and  
 15 crew) aboard, Defendant PRINCESS set sail. For this reason and those further stated  
 16 herein, Plaintiffs and others similarly situated have contracted the coronavirus and/or  
 17 are now at an actual risk of immediate physical injury and death proximately caused  
 18 by Defendant's negligence.

19 **Factual Allegations Surrounding the Coronavirus**  
 20 **Outbreak on the *Ruby Princess* Voyage**

21 27. On February 24, 2020, passengers embarked on the *Ruby Princess* in  
 22 Sydney, Australia, which for some passengers would be a 26-night cruise with the  
 23 *Ruby Princess* returning to Sydney, Australia on March 8, 2020.

24 28. On or about February 19, 2020, Defendant became aware of at least one  
 25 passenger showing symptoms of COVID-19 onboard the *Ruby Princess*, but

26 \_\_\_\_\_  
 27 <sup>13</sup> Jacquie McNish, Rebecca Smith, Erin Ailworth, and Rachel Pannett, *Cruise Ships Set Sail Knowing the Deadly Risk to Passengers and Crew*, WSJ, May 1, 2020, <https://www.wsj.com/articles/cruise-ships-set-sail-knowing-the-deadly-risk-to-passengers-and-crew-11588346502> (last visited May 4, 2020).

Defendant did not take any extra precautions.

1  
2 29. During the February 24, 2020 voyage on the *Ruby Princess*, 158  
3 passengers on board became sick, with 13 registering high temperatures—a known  
4 symptom of COVID-19. Accordingly, this information would constitute a “hazardous  
5 condition” pursuant to 33 CFR § 160.216, and would have required Defendant to  
6 report this information pursuant to 42 CFR 71.1.

7 30. When the *Ruby Princess* was arriving back to Sydney on March 8, 2020,  
8 nine passengers were tested for COVID-19. Yet, Defendant failed to inform  
9 passengers embarking on the March 8, 2020 *Ruby Princess* cruise that these  
10 passengers were experiencing symptoms of COVID-19, necessitating testing for such.  
11 At least two of these passengers tested positive for COVID-19 during the March 8,  
12 2020 voyage on the *Ruby Princess*, which Defendant were aware of.

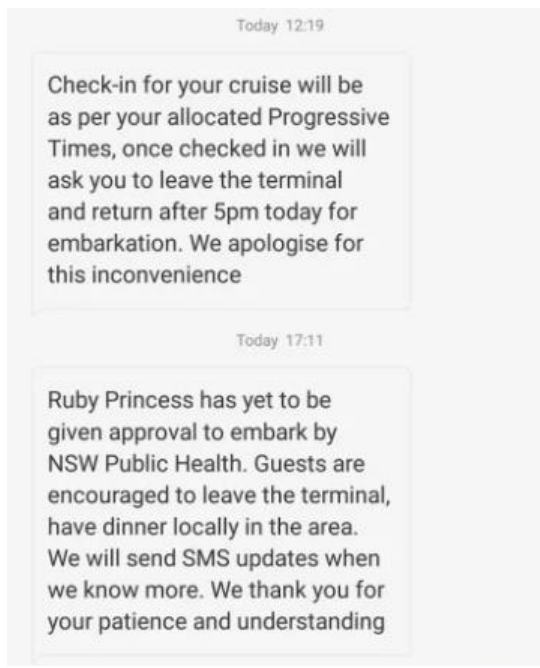
13 31. On the morning of March 8, 2020, the *Ruby Princess* arrived back in  
14 Sydney, Australia from its previous voyage. Within just a few hours, PRINCESS  
15 allowed new passengers to board the ship without adequately sanitizing the *Ruby*  
16 *Princess*, including, but not limited to, incorporating UV lights into the filtration  
17 systems and/or antimicrobial sanitizing equipment. In addition, PRINCESS did not  
18 have a third-party indoor environmental professional verify that common use areas  
19 and surfaces of the vessel were reasonably safe for passengers and/or crewmembers.

20 32. Before boarding the *Ruby Princess* on March 8, 2020, passengers  
21 contacted PRINCESS over their concerns of the vessel’s safety surrounding the  
22 coronavirus. PRINCESS assured passengers its vessel was not affected by the  
23 coronavirus, was safe, and that there was no need for concern. In addition, PRINCESS  
24 instructed passengers that they would *not* be reimbursed if they cancelled their March  
25 8, 2020 voyage on the *Ruby Princess*.

26 33. Relying on PRINCESS’ assurances, passengers embarked on the *Ruby*  
27 *Princess* on March 8, 2020 for a New Zealand cruise.

1            34. Defendant did not inform passengers that were scheduled to board the  
 2 *Ruby Princess* on March 8, 2020, that passengers from the prior voyage had symptoms  
 3 of COVID-19 and/or inform passengers that other passengers aboard the *Ruby*  
 4 *Princess* had been exposed to and might be carrying COVID-19 and/or that  
 5 passengers were at a significantly increased risk of exposure to COVID-19. If  
 6 passengers were made aware of this significantly increased risk of exposure prior to  
 7 boarding the ship in Sydney, Australia they would have never boarded the *Ruby*  
 8 *Princess*, and/or never contracted COVID-19.

9            35. In fact, before boarding the *Ruby Princess*, Defendant sent text messages  
 10 to passengers, advising that boarding would be delayed and to leave the terminal and  
 11 return after 5pm. However, Defendant failed to inform passengers that boarding was  
 12 delayed due to testing for COVID-19 administered to passengers on the prior voyage  
 13 showing symptoms for such. The following is a photograph of the text messages  
 14 Defendant sent to passengers awaiting to board the *Ruby Princess* on March 8, 2020:



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26            36. Before boarding the *Ruby Princess*, PRINCESS failed to deny boarding  
 27 to passengers and/or crewmembers who showed symptoms of the coronavirus and/or  
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1 travel history in China or other known exposure at the time of embarkation, including  
2 but not limited to, Japan, Italy, and South Korea. Defendant's actions and/or  
3 omissions were a direct violation of the CDC's Interim Guidance for Ships on  
4 Managing Suspected Coronavirus Disease 2019.

5 37. During the boarding process on March 8, 2020, passengers were not  
6 questioned, nor medically examined, including, but not limited to, temperature taken,  
7 before PRINCESS allowed passengers onboard the *Ruby Princess*. This was a clear  
8 inconsistent action to PRINCESS guarantee that it would check boarding guest's  
9 temperatures made on PRINCESS' website on February 29, 2020. As a result,  
10 PRINCESS exposed Plaintiffs and others similarly situated to exposure of COVID-  
11 19 and/or to an actual risk of immediate physical injury and/or death.

12 38. To make matters even worse, there was a group of passengers onboard  
13 the March 8, 2020 voyage on the *Ruby Princess*, who were also on the prior voyage,  
14 that were exposed to the passengers on the prior voyage that tested positive for  
15 COVID-19.

16 39. During the voyage, as should have been anticipated, a coronavirus  
17 outbreak occurred on the *Ruby Princess*. The outbreak was considered so severe that  
18 the *Ruby Princess* was denied entry to ports-of-call due to how contagious, novel, and  
19 deadly the coronavirus is.

20 40. On or about March 13, 2020, a passenger on the prior voyage who  
21 showed symptoms of COVID-19 and was tested for such when the *Ruby Princess*  
22 returned to port, tested positive for COVID-19.

23 41. By March 14, 2020, five passengers developed symptoms of the  
24 coronavirus on board the *Ruby Princess*. Yet, Defendant took no action and did not  
25 inform passengers about their actual risk of exposure of COVID-19 and/or to an actual  
26 risk of immediate physical injury and/or death.

27 42. On or about March 15, 2020, Defendant administered forms to  
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1 passengers, requesting information on whether the passenger had experienced a cough  
2 or fever. However, at no point did Defendant inform passengers that there were  
3 suspected cases of coronavirus on board the *Ruby Princess*. Had passengers been  
4 informed of the cases of coronavirus on board the *Ruby Princess*, they would have  
5 never boarded and/or disembarked the vessel at one of the various port-of-calls.

6 43. On or about March 15, 2020, Australia announced it was closing its  
7 borders to cruise ships. Later that day, announcements were made that special  
8 arrangements were in place for the *Ruby Princess* as it had only been to New Zealand.

9 44. On or about March 15, 2020, the *Ruby Princess* was in Napier, New  
10 Zealand, when the Defendant informed passengers the vessel would be heading back  
11 to Sydney, Australia earlier than planned due to weather issues. However, a  
12 crewmember onboard the *Ruby Princess* told 7NEWS that explanation was a sham.<sup>14</sup>

13 45. A week after the *Ruby Princess* visited Napier, New Zealand, Dr. Rachel  
14 Eyra, a district medical officer in New Zealand, confirmed that one new case of  
15 COVID-19 was connected to the *Ruby Princess*, and requested that any local who had  
16 been in contact with *Ruby Princess* passengers for more than 15 minutes—and was  
17 symptomatic—to call their hotline.<sup>15</sup>

18 46. At all times material, during the cruise on the *Ruby Princess*, passengers  
19 were allowed unfettered access to the pools, gym, and buffets, despite knowing  
20 passengers on the prior voyage tested positive for COVID-19 and passengers on the  
21 March 8, 2020 voyage had symptoms of COVID-19, which further put passengers at  
22 an actual risk of exposure to coronavirus. Defendant's actions and/or omissions were  
23 in direct violation of CDC guidelines for Ships on Managing Suspected Coronavirus

24 <sup>14</sup> Duncan McNab, *Coronavirus Australia: Explosive Developments in Ruby Princess Cruise Ship Saga*,  
25 7NEWS, April 5, 2020, <https://7news.com.au/lifestyle/health-wellbeing/coronavirus-australia-explosive-developments-in-ruby-princess-cruise-ship-saga-c-957325> (last visited April 22, 2020).

26 <sup>15</sup> Pamela Williams, *Ruby Princess passengers in the dark*, FINANCIAL REVIEW, April 16, 2020,  
27 <https://www.afr.com/policy/health-and-education/ruby-princess-passengers-in-the-dark-20200415-p54jyx>  
28 (last visited April 22, 2020).

Disease 2019, revised on February 18, 2020.

1 47. In regards to managing passengers and crew after exposure, the CDC  
2 guidelines for Ships on Managing Suspected Coronavirus Disease 2019 states:

3 “Passengers and crewmembers who have had high-risk exposures to a  
4 person suspected of having COVID-19 should be quarantined in their  
5 cabins. All potentially exposed passengers, cruise ship medical staff, and  
6 crew members should self-monitor under supervision of ship medical  
7 staff or telemedicine providers until 14 days after the last possible  
8 exposure.”<sup>16</sup>

9 48. On or about March 16, 2020, Defendant advised the Australian  
10 Department of Agriculture, Water and the Environment that 128 passengers and/or  
11 crewmembers were showing symptoms of the coronavirus in the past 14 days.  
12 However, Defendant failed to inform passengers of such conditions and their actual  
13 risk of exposure to COVID-19.

14 49. The next day, the NSW Health department of Australia sought more  
15 information, and requested passengers and/or crewmembers with COVID-19-like  
16 and/or flu-like symptoms be isolated, be given masks and gloves, and informing other  
17 passengers on board the *Ruby Princess* be informed. However, Defendant did not  
18 follow the NSW Health’s recommendations, and continued with cruise as if there  
19 were no issues.

20 50. On or about March 18, 2020, Defendant’s physician on board the *Ruby*  
21 *Princess* advised the NSW Health that the vessel had two passengers with upper  
22 respiratory tract infections needing an ambulance on arrival and that 15 viral swabs  
23 had been taken from ill passengers, which had tested negative for the flu.

24 51. This information prompted port authorities to deny the *Ruby Princess*  
25 permission to dock in Sydney, Australia. However, upon information and belief, a

26 <sup>16</sup> See Centers for Disease Control and Prevention, *Interim Guidance for Ships on Managing Suspected*  
27 *Coronavirus Disease 2019*, (last updated February 18, 2020)  
<https://www.cdc.gov/quarantine/maritime/recommendations-for-ships.html>.



1 representative from Defendant and/or its parent company Carnival Corporation,  
2 contacted the port authorities to inform the ambulance was not requested due to  
3 COVID-19 concerns. Accordingly, the *Ruby Princess* was granted permission to dock  
4 in Sydney, Australia. One of the passengers who was transported by ambulance from  
5 the *Ruby Princess* to the hospital in Sydney, Australia, died five days later of COVID-  
6 19 complications.<sup>17</sup> This highlights the theme of deceiving conduct perpetuated by  
7 the Defendant.

8 52. On or about March 18, 2020, passengers were still allowed unfettered  
9 access to public areas around the ship, and congregating in large groups as follows:



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20 53. On March 19, 2020, the *Ruby Princess* docked in Sydney, Australia, to  
21 allow for the disembarkation process of passengers. When passengers were instructed  
22 to leave their staterooms to meet at disembarkation areas aboard the vessel for further  
23 directions, Defendant did not direct passengers to distance themselves from other  
24 passengers, and did not provide masks or gloves to passengers, which further put  
25 passengers at an actual, heightened risk of exposure to the coronavirus.

26 \_\_\_\_\_  
27 <sup>17</sup> Matilda Boseley, *Criminal investigation launched into Ruby Princess cruise ship coronavirus disaster*,  
28 THE GUARDIAN, April 5, 2020, <https://www.theguardian.com/world/2020/apr/05/criminal-investigation-launched-ruby-princess-cruise-ship-coronavirus-disaster> (last visited April 22, 2020).

1 54. On March 20, 2020, Defendant provided an Advisory Updated to its  
2 passengers who sailed on the March 8, 2020 *Ruby Princess* cruise, informing those  
3 passengers that three guests and a crewmember on the subject cruise tested positive  
4 for COVID-19. Defendant admitted that all four had reported symptoms of COVID-  
5 19 **during** the cruise. The following is the update Defendant provided to passengers  
6 that had disembarked the *Ruby Princess* the day before:

7 Updated Friday, 20 March 2020, 3:30PM

8 **SYDNEY, Australia** – We are working closely with NSW Health  
9 authorities who advised that **three guests and a crew member who  
10 travelled on Ruby Princess have tested positive for COVID-19.**

11 Please be advised that **all four had reported flu-like symptoms  
12 during the cruise** and, along with their stateroom occupants, were in

13 55. On March 22, 2020, the NSW Health authorities sent Plaintiffs and other  
14 former passengers of the *Ruby Princess* a text message, warning of the following:

15 “NSW Health has been advised that **several passengers on the Ruby  
16 Princess cruise ship that arrived in Sydney on Thursday 19 March  
17 2020 have been diagnosed with COVID-19.**

18 "These passengers were diagnosed after disembarking but **were likely  
19 infectious while on the ship.** As you have been identified as a  
20 passenger on this ship, you are considered a close contact. More  
21 information about being a close contact can be found at this link ...”<sup>18</sup>

22 56. As a result of Defendant’s deceiving conduct, the Australian authorities  
23 have launched a criminal probe into the handling of the *Ruby Princess* ordeal  
24 mentioned above. The Australian police question Defendant transparency in  
25 contextualizing the true patient/crew health conditions relevant to COVID-19.

26 57. If Plaintiffs and others similarly situated passengers had known that  
27 passengers from the *Ruby Princess*’ prior voyage on February 24, 2020 had suffered  
28 from COVID-19, and/or that passengers exposed to COVID-19 on the prior voyage

<sup>18</sup> Pamela Williams, *Ruby Princess passengers in the dark*, FINANCIAL REVIEW, April 16, 2020,  
<https://www.afr.com/policy/health-and-education/ruby-princess-passengers-in-the-dark-20200415-p54jyx>  
(last visited April 22, 2020).

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1 had remained onboard the *Ruby Princess*, Plaintiffs and all others similarly situated  
2 would not have boarded and/or sailed on the March 8, 2020 roundtrip to New Zealand.

3 58. As a result of Defendant’s grossly negligent approach to the safety of the  
4 passengers on board the *Ruby Princess*, its passengers and crew aboard the *Ruby*  
5 *Princess* were at an actual risk of immediate physical injury and death.

6 59. Consequently, thousands of passengers on the *Ruby Princess* were  
7 subjected to the risk of contracting the highly contagious coronavirus as a result of  
8 Defendant’s failure to warn passengers at any time prior to boarding and/or while they  
9 were already onboard that there were other passengers with symptoms of the  
10 coronavirus, and Defendant’s grossly negligent approach to the safety of the  
11 passengers.

12 60. As a result of Defendant’s actions and/or omissions, Plaintiffs and others  
13 similarly situated were consequently forced to quarantine for over two weeks, some  
14 of which had high fevers, dry coughs, shortness of breath, and a serious risk of  
15 imminent death– all of which could have been easily avoided if simply given the  
16 choice to stay at home and reschedule the cruise and/or cancelled the subject cruise  
17 and/or implemented reasonable policies and procedures to prevent the spread of the  
18 highly contagious coronavirus.

19 61. As a direct and proximate result of Defendant’s actions and/or omissions,  
20 Plaintiff James Heinzer became infected, was diagnosed and treated for COVID-19  
21 in an intensive care unit in a foreign country.

22 62. As a direct and proximate result of Defendant’s actions and/or omissions,  
23 Plaintiff Barbara Heinzer became infected, was diagnosed and treated for COVID-19.

24 63. As a direct and proximate result of Defendant’s actions and/or omissions,  
25 Plaintiffs and all others similarly situated onboard the *Ruby Princess* have suffered  
26 injuries and emotional distress of the nature and type that reasonable persons would  
27 suffer under the circumstances alleged in the Complaint, including, but not limited to,

1 suffering, anguish, fright, horror, nervousness, grief, anxiety, worry shock, and were  
2 traumatized by the fear of developing COVID-19.

3 64. Defendant is fully aware of the impact this incident has had on  
4 passengers as PRINCESS’ President, Jan Swartz, sent an email to former passengers  
5 that sailed on the March 8, 2020 *Ruby Princess* cruise, offering counseling services  
6 to former passengers:

7 **Care services**

8 Whether related to *Ruby Princess* or otherwise, the advent of the coronavirus has been a very  
9 difficult time for all involved and we want to support you as best we can. With this in mind, we  
10 would like to offer access to a counselling service. This is a standard courtesy service we provide to  
11 guests when circumstances warrant this.

12 If you would like to speak to a counsellor, we encourage you to contact our confidential counselling  
13 service:

14 USA & Canada: 877-841-1080  
15 Other regions: +1 262 574 2528

16 You may also reach out to us via email at [FamilyAssistance@HollandAmericaGroup.com](mailto:FamilyAssistance@HollandAmericaGroup.com) (North  
17 America) or [PCUK.Care@princesscruises.co.uk](mailto:PCUK.Care@princesscruises.co.uk) (UK) to be put in touch with our counselling service.

18 65. It is expected that Plaintiffs and all others similarly situated onboard the  
19 *Ruby Princess* will continue to suffer and will require medical services in the future.  
20 They have and will suffer medical expenses, lost earnings and earning capacity as a  
21 result.

22 66. Defendant’s negligent misconduct was predicated on a profit motive  
23 because, simply put, cruise lines like Defendant make no money when passengers  
24 don’t sail. Defendant’s knowing, intentional and reckless conduct subjects Defendant  
25 to the imposition of punitive damages. This voyage set sail knowing it was a virtual  
26 certainty that there would be an outbreak, similar, if not identical, to those which  
27 PRINCESS’ other vessels (*Diamond Princess* and *Grand Princess*) had already very  
28 publicly faced. This callous disregard for the safety and well-being of its passengers  
must be answered for.

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1 67. Each and all of the foregoing conditions, including but not limited to, the  
2 actual risk of exposure to the coronavirus, were known to Defendant prior to the time  
3 the *Ruby Princess* set for sail on its voyage on February 21, 2020, with James Heinzer  
4 and Barbara Heinzer, and all other passengers similarly situated. Defendant subjected  
5 over 2,000 passengers to the highly contagious coronavirus, and exposed passengers  
6 to actual risk of immediate physical injury and death due to its (a) knowing and  
7 intentional decision to proceed with a 14-day cruise on March 8, 2020, knowing at  
8 least one of its passengers from the prior voyage had symptoms of coronavirus; (b)  
9 knowing and intentional decision to conceal from passengers at any time prior to  
10 boarding and/or while they were already onboard that there were passengers on the  
11 prior voyage with symptoms of the coronavirus and/or other passengers with  
12 symptoms of the coronavirus on the subject voyage; and (c) knowing and intentional  
13 decision to not quarantine passengers knowing passengers on the prior voyage tested  
14 positive for COVID-19 and/or knowing passengers on the March 8, 2020 cruise were  
15 experiencing symptoms of COVID-19.

16 **CLASS ACTION ALLEGATIONS**

17 68. This action is brought by Plaintiffs on their own behalf, and on behalf of  
18 all others similarly situated, under the provisions of Rule 23(a) and 23(b)(3) of the  
19 Federal Rules of Civil Procedure. This action satisfies the applicable numerosity,  
20 commonality, typicality, adequacy, predominance, and/or superiority requirements of  
21 the Federal Rules of Civil Procedure.

22 69. The Class so represented by the Plaintiffs in this action, and of which  
23 Plaintiff is a member, consists of all passengers aboard the *Ruby Princess* cruises on  
24 February 24, 2020, and/or March 8, 2020.

25 70. The class of passengers were subjected to severe distress both physical,  
26 psychological and emotional; endured pain and suffering, along with physical and  
27 emotional injury as a result of Defendant's negligence and/or gross negligence and/or

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intentional conduct.

1  
2 71. The exact number of members of the class is unknown at this time, but  
3 it is estimated that there are in excess of 2600 members. The class is so numerous that  
4 joinder of all members is impracticable, and the class action procedure is more  
5 practical, inclusive, and cost-efficient than numerous individual lawsuits on the same  
6 common questions of law and fact. Class Members are readily identifiable from  
7 information and records in PRINCESS' custody, control, or possession, and from  
8 records kept by the CDC and Department of Health and Human Services. This action  
9 satisfies the requirements of Rule 23(a)(1).

10 72. There are common questions of law and fact that relate to and effect the  
11 rights of each member of the class and the relief sought is common to the entire class.  
12 The same misconduct on the part of Defendant caused the same or similar injury to  
13 each class member. All class members seek damages under the general maritime law  
14 of the United States for Intentional Infliction of Emotional Distress, Negligent  
15 Infliction of Emotional Distress and Negligence. Accordingly, this action satisfies  
16 the requirement of Rule 23(a)(2).

17 73. The claims of Plaintiff are typical of the claims of the class, in that the  
18 claims of all members of the class, including Plaintiff, depend upon a virtually  
19 identical showing of the acts and omissions of Defendant, giving rise to the right of  
20 Plaintiff to the relief sought herein. Defendant were at all times material hereto  
21 engaged in the same conduct to the detriment of the entire class of Plaintiffs.  
22 Accordingly, this action satisfies the requirements of Rule 23(a)(3).

23 74. Plaintiff is the representative party for the class, and is able to, and will,  
24 fairly and adequately protect the interests of the class. There is no conflict between  
25 Plaintiff and other members of the class with respect to this action, or with respect to  
26 the claims for relief herein. The attorneys for Plaintiff are experienced and capable in  
27 the field of maritime claims for cruise ship passenger injury, including class actions,

1 and have successfully represented claimants in other litigation of this nearly exact  
2 nature. Three of the attorneys designated as counsel for Plaintiff, Carol L.  
3 Finklehoffe, Jason R. Margulies (Florida Bar Board Certified in Admiralty and  
4 Maritime Law) and Michael A. Winkleman, will actively conduct and be responsible  
5 for Plaintiff's case herein. Accordingly, this action satisfies the requirement of Rule  
6 23(a)(4).

7 75. This action is properly maintained as a class action under Rule 23(b)(3)  
8 inasmuch as questions of law and fact common to the members of the class  
9 predominate over any questions affecting only individual members, and a class action  
10 is superior to the other available methods for the fair and efficient adjudication of this  
11 controversy. In support of the foregoing, Plaintiff alleges that common issues  
12 predominate and can be determined on a class-wide basis regarding Defendant failure  
13 to exercise reasonable care under the circumstances, by *inter alia*, (a) deciding to  
14 proceed with a 14-day cruise on March 8, 2020, knowing at least one of its passengers  
15 from the prior voyage had symptoms of coronavirus; (b) deciding to conceal from  
16 passengers at any time prior to boarding and/or while they were already onboard that  
17 there were passengers on the prior voyage with symptoms of the coronavirus and/or  
18 other passengers with symptoms of the coronavirus on the subject voyage; and (c)  
19 deciding to not quarantine passengers knowing passengers on the prior voyage tested  
20 positive for COVID-19 and/or knowing passengers on the March 8, 2020 cruise were  
21 experiencing symptoms of COVID-19.

22 76. A class action is superior to other available methods for the fair and  
23 efficient adjudication of this controversy because it is unlikely that individual  
24 plaintiffs would assume the burden and the cost of this complex litigation, and  
25 Plaintiff is not aware of any class members who are interested in individually  
26 controlling the prosecution of a separate action. The interests of justice will be served  
27 by resolving the common disputes of the class members with Defendant in a single  
28

forum, and individual actions by class members, many of whom are citizens of different states would not be cost effective. The class consists of a finite and identifiable number of individuals which will make the matter manageable as a class action.

77. PRINCESS’ passenger ticket contract contains a provision which attempts to limit its passengers’ right to file their claims against PRINCESS as a class action, but said provision is void because such an attempt by PRINCESS to limit its liability to passengers should be deemed null and void as Defendant acted intentionally<sup>19</sup> by exposing passengers to a highly contagious virus, which has no current confirmed vaccine nor effective treatment.

**COUNT I**  
**NEGLIGENCE AGAINST DEFENDANT**

Plaintiff hereby incorporates by reference, as though fully set forth herein, paragraphs 1 through 77, and alleges as follows:

78. It was the duty of Defendant to provide Plaintiff and all others similarly situated with reasonable care under the circumstances.

79. Defendant and/or its agents, servants, and/or employees breached its duty to provide Plaintiffs with reasonable care under the circumstances.

80. Plaintiff was injured due to the fault and/or negligence of Defendant, and/or its agents, servants, and/or employees as follows:

- a. Failure to use reasonable care to provide and maintain a safe voyage for James Heinzer and Barbara Heinzer and others similarly situated, fit with proper and adequate safety, protection, cleaning products and equipment, especially during a known and escalating, global pandemic of the coronavirus, and when a prior passenger showed symptoms of the

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<sup>19</sup> Contractual exculpatory clauses absolve the exculpated party only from ordinary negligence and do not shield defendants from liability for gross negligence or intentional misconduct, or the like. *Royal Ins. Co. of America v. Southwest Marine*, 194 F.3d 1009, 1016 (9th Cir. 1999)

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- 1 coronavirus, and care; and/or
- 2 b. Failure to adequately warn passengers before boarding the vessel that a
- 3 passenger on a prior cruise showed symptoms of the coronavirus; and/or
- 4 c. Failure to warn passengers of the dangers and risks of the coronavirus
- 5 and/or infectious disease, including, but not limited to, failing to inform
- 6 the passengers of the extent of the prior outbreaks and/or risks and/or
- 7 symptoms; and/or
- 8 d. Failure to adequately warn passengers before boarding the vessel that the
- 9 vessel's medical facility, including the medical personnel, equipment,
- 10 and supplies, would not be able to adequately handle a coronavirus
- 11 outbreak onboard the *Ruby Princess*; and/or
- 12 e. Failure to adequately warn passengers on the subject voyage aboard the
- 13 *Ruby Princess* that a passenger on a prior voyage who showed symptoms
- 14 of the coronavirus tested positive for the coronavirus before boarding the
- 15 vessel; and/or
- 16 f. Failure to adequately examine a passenger's and/or crewmember's
- 17 health condition before allowing them to board the vessel; and/or
- 18 g. Failure to have adequate medical personnel during the boarding process
- 19 to determine whether to allow boarding to passengers and/or
- 20 crewmembers; and/or
- 21 h. Failure to have adequate medical personnel to determine whether to
- 22 allow boarding to passengers and/or crewmembers in accordance with
- 23 CDC guidelines; and/or
- 24 i. Failure to adequately sanitize and/or disinfect the vessel's common areas
- 25 and passenger's cabin; and/or
- 26 j. Failure to adequately sanitize and/or disinfect plates, cups, food trays,
- 27 utensils, ice machines and drinking fountains; and/or
- 28

- 1 k. Failure to adequately quarantine passengers infected with the
- 2 coronavirus, and/or, infectious disease, and/or virus and/or exhibiting
- 3 symptoms of a virus and/or an infectious disease; and/or
- 4 l. Failure to adequately quarantine passengers and/or crewmembers
- 5 infected with the coronavirus, and/or, infectious disease, and/or virus
- 6 and/or exhibiting symptoms of a virus and/or an infectious disease;
- 7 and/or
- 8 m. Failure to provide prompt, proper, and adequate medical treatment to
- 9 passengers infected with the coronavirus, and/or, infectious disease,
- 10 and/or virus and/or exhibiting symptoms of a virus and/or an infectious
- 11 disease; and/or
- 12 n. Failure to serve uncontaminated food; and/or
- 13 o. Failing to practice safe and sanitary food practices; and/or
- 14 p. Failure to adequately and properly eradicate the coronavirus or some
- 15 other virus causing illness to passengers on the *Ruby Princess*; and/or
- 16 q. Failure to take adequate steps to prevent an outbreak of the coronavirus
- 17 and/or virus and/or infectious disease when it knew or should have
- 18 known that such outbreaks had occurred on prior cruise voyages; and/or
- 19 r. Failure to take adequate medical precautions when a passenger is
- 20 exhibiting symptoms of the coronavirus and/or virus and/or infectious
- 21 disease so that it can be timely diagnosed; and/or
- 22 s. Failure to perform testing on ill passengers to confirm the type and nature
- 23 of the virus; and/or
- 24 t. Failure to have adequate policies and procedures in place to manage and
- 25 contain the outbreak and spread of the coronavirus and/or virus and/or
- 26 infectious disease; and/or
- 27 u. Failure to provide a sanitary vessel to prevent outbreaks of the
- 28

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1 coronavirus and/or virus and/or infectious diseases, including, but not  
2 limited to, inadequate and/or ineffective cleaning/sanitary procedures  
3 and/or lack of equipment and supplies; and/or

4 v. Failure to take adequate steps to contain the spread of the coronavirus  
5 and/or virus and/or infectious diseases, which it knew or should have  
6 known could cause other dangerous medical conditions; and/or

7 w. Knowingly refusing to cancel and/or offer refunds to passengers as a  
8 result of a passenger on a prior cruise showing symptoms of coronavirus;  
9 and/or

10 x. Failing to have proper policies and procedures in place to determine  
11 whether to offer refunds as a result of the risk of exposing passengers  
12 and crew to the highly contagious coronavirus due to a passenger on a  
13 prior cruise showing symptoms of coronavirus; and/or

14 y. Failing to cancel the voyage and/or offer refunds despite knowing a  
15 passenger on a prior voyage showed symptoms of the coronavirus and  
16 despite knowing that multiple prior similarly situated voyages ended in  
17 widely publicized catastrophe; and/or

18 z. Failure to reasonably offer refunds to passengers not wishing to travel on  
19 a vessel that had a passenger from a previous voyage showing symptoms  
20 of the coronavirus; and/or

21 aa. Exposing passengers to unsanitary conditions that they were unprepared  
22 for without proper warning from Defendant; and/or

23 bb. Failure to provide adequate training, instruction, and supervision to the  
24 Defendant employees; and/or

25 cc. Failure to promulgate and/or enforce adequate policies and procedures  
26 to ensure that safety would not be compromised for cost and/or profits;  
27 and/or

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- dd. Failure to promulgate policies and/or procedures aimed at ensuring an adequate emergency plan to protect the health and welfare of passengers during an outbreak of a virus and/or infectious disease, including , but not limited to, the coronavirus; and/or
- ee. Failure to determine and/or appreciate the hazards associated with allowing passengers to congregate within close distances, including within six feet, in common areas of the vessel; and/or
- ff. Knowing, as a result of previous similar incidents and/or passengers showing symptoms of the coronavirus, of the likelihood of a threat to passenger safety resulting from all of the above, yet failing to take corrective action and/or implement policies and procedures aimed at preventing and/or mitigating the harmful effects of the of the subject incident; and /or
- gg. Failure to amend its cancellation policy to allow the passengers to cancel their cruise without financial penalty in light of a passenger from a previous voyage showing symptoms of the coronavirus and/or the significant actual risk due to the coronavirus global pandemic;
- hh. Other acts or omissions constituting a breach of the duty to use reasonable care under the circumstances which are revealed through discovery.

81. The above acts and/or omissions caused and/or contributed to Plaintiffs and others similarly situated contracting the coronavirus and/or other virus and/or medical complications arising from it because the Plaintiffs and others similarly situated would not have boarded the vessel knowing that a passenger on the prior voyage showed symptoms of the coronavirus that Defendant were aware of, had Defendant and/or its agents, servants and/or employees adequately warned and/or communicated the foregoing to Plaintiffs and others similarly situated.

1 82. In addition, the above acts and/or omissions caused and/or contributed  
2 to Plaintiff and others similarly situated contracting the coronavirus and/or other virus  
3 and/or medical complications arising from it because the Plaintiff and others similarly  
4 situated would have disembarked the vessel in Napier, New Zealand knowing that  
5 passengers on the subject voyage were showing symptoms of the coronavirus had  
6 Defendant and/or its agents, servants and/or employees adequately warned and/or  
7 communicated the foregoing to Plaintiffs and others similarly situated.

8 83. The above acts and/or omissions caused and/or contributed to the  
9 Plaintiffs and others similarly situated contracting the coronavirus and/or other virus  
10 and/or medical complications arising from it because the coronavirus and/or other  
11 virus outbreak would not have occurred but for Defendant's failure to adequately  
12 sanitize the vessel in a reasonably safe condition.

13 84. At all material times, Defendant had exclusive custody and control of the  
14 vessel, *Ruby Princess*.

15 85. Defendant knew of the foregoing conditions causing Plaintiffs and others  
16 similarly situated to be exposed to an actual risk of physical injury and did not correct  
17 them, or the conditions existed for a sufficient length of time so that Defendant in the  
18 exercise of reasonable care under the circumstances should have learned of them and  
19 corrected them.

20 86. As a result of the negligence of Defendant, Plaintiffs and others similarly  
21 situated were:

- 22 a. exposed to an actual risk of the physical injury, which caused severe  
23 mental and emotional anguish, including, but not limited to, anguish,  
24 anxiety, fright, horror, suffering, and traumatized by the fear of  
25 developing COVID-19, with physical manifestations of that mental and  
26 emotional anguish including, but not limited to, sickness, nausea,  
27 exhaustion, fatigue, headaches, insomnia, lack of sleep, poor sleep,  
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nightmares, and respiratory difficulties; and/or

- b. contracted the coronavirus and/or virus and/or suffered medical complications arising from it and were injured about their body and extremities, suffered both physical pain and suffering, mental and emotional anguish, loss of enjoyment of life, temporary and/or permanent physical disability, impairment, inconvenience in the normal pursuits and pleasures of life, feelings of economic insecurity, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of their injuries including life care, suffered physical handicap, lost wages, income lost in the past, and their working ability and earning capacity has been impaired. The injuries and damages are permanent or continuing in nature, and Plaintiff and others similarly situated will suffer the losses and impairments in the future.

WHEREFORE the Plaintiffs and others similarly situated demand judgment for all damages recoverable under the law against the Defendant, including punitive damages, and demands trial by jury.

**COUNT II – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS AGAINST DEFENDANT**

Plaintiff hereby incorporates by reference, as though fully set forth herein, paragraphs 1 through 77, and alleges as follows:

87. At all times material, due to the negligence and/or gross negligence and/or intentional conduct of the Defendant, Plaintiffs and all others similarly situated were placed in an immediate risk of physical harm. Said risk of physical harm included but is not limited to: contracting the coronavirus and/or virus and/or medical complications arising from it and/or injury and/or death and/or severe emotional and/or psychological trauma.

1 88. Defendant's negligence and/or gross negligence and/or intentional  
2 conduct caused severe mental and/or emotional harm and/or distress in the Plaintiffs  
3 and all others similarly situated, such as fear and anxiety, including, but not limited  
4 to, of contracting COVID-19. These emotional injuries and/or damages have also  
5 resulted in physical manifestations, such as sickness, nausea, exhaustion, fatigue,  
6 headaches, insomnia, lack of sleep, poor sleep, nightmares, and respiratory  
7 difficulties.

8 89. Plaintiffs and those similarly situated was/were forced to remain on a  
9 vessel that had multiple passengers that tested positive of coronavirus and were on  
10 the vessel for multiple days, and were then forced to disembark the vessel in tight  
11 groups, without adequate personal protective equipment, including masks and gloves,  
12 creating an actual risk of exposure to coronavirus, causing a reasonable fear of great  
13 bodily harm and death. At all times material, all similarly effected passengers were in  
14 the zone of danger at risk of serious bodily harm, including death due to, *inter alia*,  
15 the highly contagious coronavirus, which had and has no vaccine.

16 90. Plaintiffs and those similarly situated ticketed aboard the *Ruby Princess*  
17 were placed in the zone of danger as a result of Defendant's dangerously lackadaisical  
18 approach in dealing with the coronavirus that was known to be on board the vessel  
19 via passengers on a prior voyage that tested positive for the coronavirus. Each  
20 Plaintiff was in close proximity to conditions which did cause or could have caused  
21 serious physical, mental and/or emotional injury and/or illness.

22 91. Plaintiffs and others similarly situated fear of death and experience of  
23 mental, emotional and/or physical harm was genuine and well founded and Plaintiffs  
24 and others similarly situated suffered mental or emotional harm (such as fright and  
25 anxiety) that was caused by the negligence of Defendant. This fright and anxiety has  
26 further manifested itself as multiple physical symptoms experienced by the Plaintiffs  
27 and others similarly situated, including but not limited to insomnia, depression,  
28

anxiety, nightmares, and dizziness.

92. As a result of the negligent infliction of emotional distress by Defendant, Plaintiffs and others similarly situated were:

- a. exposed to an actual risk of the physical injury, which caused severe mental and emotional anguish, including, but not limited to, anguish, anxiety, fright, horror, suffering, and traumatized by the fear of developing COVID-19, with physical manifestations of that mental and emotional anguish including, but not limited to, sickness, nausea, exhaustion, fatigue, headaches, insomnia, lack of sleep, poor sleep, nightmares, and respiratory difficulties; and/or
- b. contracted the coronavirus and/or virus and/or suffered medical complications arising from it and were injured about their body and extremities, suffered both physical pain and suffering, mental and emotional anguish, loss of enjoyment of life, temporary and/or permanent physical disability, impairment, inconvenience in the normal pursuits and pleasures of life, feelings of economic insecurity, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of their injuries including life care, suffered physical handicap, lost wages, income lost in the past, and their working ability and earning capacity has been impaired. The injuries and damages are permanent or continuing in nature, and Plaintiffs and others similarly situated will suffer the losses and impairments in the future.

WHEREFORE the Plaintiffs and others similarly situated demand judgment for all damages recoverable under the law against the Defendant, including punitive damages, and demands trial by jury.

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**COUNT III - INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESS AGAINST DEFENDANT**

1  
2 Plaintiff hereby incorporates by reference, as though fully set forth herein,  
3 paragraphs 1 through 77, and alleges as follows:

4  
5 93. As set forth above, the actions of Defendant were intentional or reckless  
6 and inflicted mental suffering. Defendant’s conduct in *inter alia*, (a) deciding to  
7 proceed with a 14-day cruise on March 8, 2020, knowing at least one of its passengers  
8 from the prior voyage had symptoms of coronavirus; (b) deciding to conceal from  
9 passengers at any time prior to boarding and/or while they were already onboard that  
10 there were passengers on the prior voyage with symptoms of the coronavirus and/or  
11 other passengers with symptoms of the coronavirus on the subject voyage; and (c)  
12 deciding to not quarantine passengers knowing passengers on the prior voyage tested  
13 positive for COVID-19 and/or knowing passengers on the March 8, 2020 cruise were  
14 experiencing symptoms of COVID-19. This conduct is made more outrageous by the  
15 fact that this conduct was motivated by Defendant’s desire to make profit rather than  
16 ensure the reasonable safety and welfare of its passengers.

17 94. Defendant’s conduct caused the Plaintiffs and others similarly situated,  
18 and all those similarly situated, to suffer through the fearful conditions alleged above.

19 95. All of the conditions previously alleged and endured by the Plaintiffs and  
20 others similarly situated caused severe suffering and emotional distress as these  
21 conditions not only led to immediate risk of physical harm but also caused severe  
22 discomfort, anxiety, feelings of helplessness/hopelessness.

23 96. The conduct of Defendant as alleged above is so outrageous in character,  
24 and so extreme in degree, as to go beyond all possible bounds of decency, and to be  
25 regarded as atrocious, and utterly intolerable in a civilized community. Put simply,  
26 Defendant recklessly and intentionally put thousands of its passengers through a  
27 living nightmare so it could protect its bottom line.

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1 97. As a result of the intentional infliction of emotional distress by  
2 Defendant, Plaintiffs and all those similarly situated were:

- 3 a. exposed to an actual risk of the physical injury, which caused severe  
4 mental and emotional anguish, including, but not limited to, anguish,  
5 anxiety, fright, horror, suffering, and traumatized by the fear of  
6 developing COVID-19, with physical manifestations of that mental and  
7 emotional anguish including, but not limited to, sickness, nausea,  
8 exhaustion, fatigue, headaches, insomnia, lack of sleep, poor sleep,  
9 nightmares, and respiratory difficulties; and/or
- 10 b. contracted the coronavirus and/or virus and/or suffered medical  
11 complications arising from it and were injured about their body and  
12 extremities, suffered both physical pain and suffering, mental and  
13 emotional anguish, loss of enjoyment of life, temporary and/or  
14 permanent physical disability, impairment, inconvenience in the normal  
15 pursuits and pleasures of life, feelings of economic insecurity,  
16 disfigurement, aggravation of any previously existing conditions  
17 therefrom, incurred medical expenses in the care and treatment of their  
18 injuries including life care, suffered physical handicap, lost wages,  
19 income lost in the past, and their working ability and earning capacity  
20 has been impaired. The injuries and damages are permanent or  
21 continuing in nature, and Plaintiffs and others similarly situated will  
22 suffer the losses and impairments in the future.

23 WHEREFORE the Plaintiffs and others similarly situated demand judgment  
24 for all damages recoverable under the law against the Defendant, including punitive  
25 damages, and demands trial by jury.

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**Prayer for Relief**

WHEREFORE, the Plaintiffs and all others similarly situated respectfully request the Court enter judgment in their favor and against the Defendant as follow:

1. To enter an order certifying the proposed Class pursuant to Fed. R. Civ. P. Rule 23(a), (b)(1-3), and/or (c)(4), designating Plaintiffs as named representative of the Class and designating the undersigned as Class Counsel;
2. To enter judgment in favor of the Plaintiffs against Defendant on all causes of action as alleged herein;
3. To award compensatory damages in the amount to be ascertained at trial;
4. To award punitive damages, as permitted by law;
5. To award costs of suit, as permitted by law;
6. For prejudgment interest according to proof; and
7. To enter such other and further relief as the Court deems just under the circumstances.

LIPCON MARGULIES ALSINA & WINKLEMAN,  
P.A.

DATED: June 4, 2020.

BY: s/ Carol L. Finklehoffe  
CAROL L. FINKLEHOFFE  
*Attorney for Plaintiffs*

**Demand for Jury Trial**

Plaintiffs hereby demands a trial by jury on all claims for relief.

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LIPCON MARGULIES ALSINA & WINKLEMAN,  
P.A.

DATED: June 4, 2020.

BY: *s/ Carol L. Finklehoffe*  
\_\_\_\_\_  
CAROL L. FINKLEHOFFE  
*Attorney for Plaintiffs*

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