

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

CASE NO. _____

KAILEE TAYLOR,

Plaintiff,

v.

MAGICAL CRUISE COMPANY, LIMITED
d/b/a Disney Cruise Line,

Defendant.

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, KAILEE TAYLOR, hereby sues Defendant, MAGICAL CRUISE COMPANY, LIMITED d/b/a Disney Cruise Line, and for good cause alleges:

JURISDICTION AND PARTIES

1. Plaintiff is a citizen of the United States and resident of Utah.
2. Defendant, MAGICAL CRUISE COMPANY, LIMITED (hereinafter "DISNEY"), is a foreign entity which has its principal place of business in Florida.
3. The Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1332 because the Parties are completely diverse and the matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332. In the alternative, if diversity jurisdiction does not apply, then this matter falls under the Court's admiralty jurisdiction.

4. Defendant, DISNEY, at all times material, personally or through an agent:
 - a. Operated, conducted, engaged in or carried out a business venture in this state and/or county and/or had an office or agency in this state and/or county;
 - b. Was engaged in substantial business activity within this state;
 - c. Operated vessels in the waters of this state;
 - d. Committed one or more of the acts stated in Florida Statutes, Sections 48.081, 48.181 or 48.193;
 - e. The acts of Defendant set out in this Complaint occurred in whole or in part in this county and/or state; and/or
 - f. Issued cruise tickets to Plaintiff that required suit be brought in this Court against the named Defendant in this action.
5. Defendant is subject to the jurisdiction of the Courts of this state.
6. The causes of action asserted in this Complaint arise under U.S. General Maritime Law.
7. At all times material hereto, Defendant exclusively owned, operated, managed, maintained and/or controlled the subject cruise vessel, the *Disney Fantasy* (hereinafter the “vessel”).
8. At all times material hereto, Defendant operated the vessel in navigable waters.
9. The voyage upon which this Complaint is based occurred between March 7 and March 14, 2020 (hereinafter referred to as the “subject voyage”).
10. The Plaintiff was traveling with family members that suffered from

autoimmune diseases and compromised health conditions placing them at greater risk of contracting and suffering from the effects of COVID-19. As such, Plaintiff contacted Defendant prior to embarking on Defendant's vessel to cancel or postpone her cruise. Defendant notified Plaintiff that they could not cancel or re-book the cruise despite the COVID-19 concerns. Left without any option and having trusted Defendant would not place Plaintiff in harm's way, the Plaintiff embarked the Defendant's vessel on March 7, 2020.

11. Plaintiff was a passenger aboard Defendant's vessel between March 7 and March 14, 2020, and contracted SARS-CoV-2 (hereinafter "COVID-19") while aboard Defendant's vessel as a result of Defendant's careless conduct alleged herein.

12. While aboard the vessel on or about March 11, 2020, Plaintiff, KAILEE TAYLOR, began experiencing symptoms of COVID-19, suffering from severe chest pain, difficulty breathing, diminished lung capacity, body aches, fever, headaches and thereafter tested positive for COVID-19 and/or its antibodies on or about April 15, 2020.

13. Plaintiff, KAILEE TAYLOR, was placed at an immediate risk of physically contracting COVID-19, and did in fact contract COVID-19.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

14. This lawsuit deals with DISNEY's careless and continuous failure to

reasonably protect Plaintiff from a COVID-19 outbreak aboard the vessel.

15. DISNEY's failure to act reasonably toward Plaintiff as it pertains to the COVID-19 outbreak aboard the vessel is highlighted by the fact that DISNEY knew, before and during the subject voyage, of the dangerous conditions and/or explosive contagiousness presented by a COVID-19 outbreak aboard the vessel¹ during the course of the subject voyage.

16. Plaintiff and other passengers during the subject voyage were permitted to congregate in close proximity to one another for buffet/group dining aboard the vessel without physical distancing requirements.

DISNEY knew of the dangerous conditions associated with COVID-19, including its extreme contagiousness, before the subject voyage

17. Before the subject voyage, DISNEY knew and/or should have known of the dangerous conditions associated with COVID-19, including its manifestations – severe pneumonia, acute respiratory distress syndrome (ARDS), septic shock and/or multi-organ failure² – its symptoms – fever, dry cough, and/or shortness

¹ 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>; and Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order*, https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf (hereinafter collectively referred to as the “Memorandums”).

² 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>; Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order*, https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf.

of breath³ – as well as the high fatality rate associated with contracting the virus.⁴

18. The dangerous conditions associated with COVID-19, of which DISNEY also knew and/or should have known, also include its extreme contagiousness. For example, a person with COVID-19 infects, on average, another 2.5 people, and COVID-19 is therefore more contagious than Ebola or Influenza.⁵

19. As a result of its careless conduct further detailed below, DISNEY negligently exposed Plaintiff to COVID-19. Such harm and damages include, but is not limited to, Plaintiff's pain and suffering including severe flu-like symptoms who all did actually suffer from fever, extreme fatigue, body aches, severe cough, lung injuries and/or permanently reduced lung capacity.

20. Further, DISNEY did not at any time during the subject voyage enact quarantine and/or physical distancing measures amongst passengers and/or crew members aboard the vessel.

21. DISNEY continued to allow passengers, including Plaintiff, to eat in buffets

³ 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>; Mayo Clinic, *Symptoms and Causes*, <https://www.mayoclinic.org/diseases-conditions/coronavirus/symptoms-causes/syc-20479963> (last accessed July 27, 2020).

⁴ 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>; Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order* https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf (identifying a 3.6% global fatality 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).

⁵ Popular Science, *COVID-19 Contagiousness*, <https://www.popsci.com/story/health/how-diseases-spread/> (publish date February 20, 2020; last accessed July 27, 2020).

settings, provide group entertainment activities aboard the vessel (such as dancing) and otherwise allowed passengers to fully participate in the subject cruise as if there was no COVID-19 outbreak or threat thereof aboard the vessel.

Background on the worldwide spread of COVID-19

22. Since December 2019, there has been a worldwide outbreak of COVID-19, which is now considered a pandemic. The virus originated in China, and quickly spread throughout Asia, Europe, and most recently, North America.

23. To date and worldwide, there have been over sixteen million confirmed cases and over four hundred thousand deaths as a result of the COVID-19 pandemic.

24. On or about February 13, 2020, the Center for Disease Control (hereinafter the "CDC") published the *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 vessel named herein. See the Memorandum cited at footnote 2.

25. In view of the fact that Defendant, DISNEY, has its principal place of business in Florida and operates numerous cruise vessels which originate from and/or stop at ports within the U.S., Defendant, DISNEY, knew and/or should have been aware of this Memorandum, including, but not limited to, the

dangerous conditions and/or explosive contagiousness associated with COVID-19 and its likely presence aboard Defendant's vessel at the commencement of the subject voyage.

26. This Memorandum provided cruise vessel operators, like DISNEY, with numerous helpful considerations to assist in detecting and preventing the spread of COVID-19 amongst its crew members, passengers and its vessels at large, some of which include:

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

- 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 crew members 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>.

27. Moreover, Defendant, DISNEY, and the cruise industry at large, received an early, dire warning of how easily COVID-19 could spread on massive ocean liners when the first cases emerged aboard the *Diamond Princess*, a vessel owned by Princess Cruise Lines (“Princess”), which is owned by Carnival Corporation, in

early February 2020 in Yokohama Harbor, Japan. The outbreak began with ten confirmed COVID-19 cases, which rapidly multiplied to seven hundred confirmed cases, as a result of Princess' flawed two-week quarantine of passengers and crew members aboard the *Diamond Princess*.

28. As a result of the *Diamond Princess* crisis, and on February 18, 2020, the CDC issued a statement providing that: "the rate of new reports of positives new on board [the *Diamond Princess*], especially among those without symptoms, **highlights the high burden of infection on the ship and potential for ongoing risk.**"⁶ Seven of the *Diamond Princess*' passengers ultimately died as a result of COVID-19 exposure aboard the vessel.

29. On or about March 7, 2020, Vice President Mike Pence met with top cruise industry executives (including the CEOs of Carnival, Royal Caribbean and Norwegian cruise lines), in order to address the impact of COVID-19 on the cruise industry, specifically. The next day, March 8, 2020, the U.S. Department of State, in conjunction with the CDC, set forth a recommendation **that U.S. citizens should not travel by cruise ship given the CDC's findings which support the "increased risk of infection of COVID-19 in a cruise ship environment."**⁷

⁶ Centers for Disease Control, *Update on the Diamond Princess Cruise Ship in Japan*, <https://www.cdc.gov/media/releases/2020/s0218-update-diamond-princess.html> (emphasis added).

⁷ See U.S. Dept. of State, March 8, 2020 *No Sail On Cruise Ships Recommendation* <https://travel.state.gov/content/travel/en/international-travel/before-you-go/travelers-with-special-considerations/cruise-ship-passengers.html?fbclid=IwAR23mRlu4-382HLuSM8i0KWQBSaZ4heDniggmXR3kBR6e2EgWiKr6B0EseM>.

30. On or about March 14, 2020, the CDC issued its first No Sail Order.⁸ The No Sail Order is/was applicable to cruise ship operators, like Defendant herein, and provided science updates known to that date pertaining to the explosive contagiousness associated with COVID-19 and how the virus presented dangerous conditions to passengers and crew members aboard cruise ships, like the vessel named herein. For example, the CDC's first No Sail Order stated the following:

- "Like other close-contact environments, cruise ships facilitate transmission of COVID-19."
- "There are several features of cruise ships that increase the risk of COVID-19 transmission."
- "A hallmark of cruise travel is the number and variety of person-to-person contacts an individual passenger may have daily."
- "The dynamics of passenger-to-passenger, passenger-to-crew, crew-to-passenger, and crew-to-crew intermingling in a semi-closed setting are particularly conducive to SARS-CoV-2 spread, resulting in high transmission rates."
- "Cruises include frequent events that bring passengers and crew close together, including group and buffet dining, entertainment events, and excursions. Cruise ship cabins are small, increasing the risk of transmission between cabinmates."
- "Close quartering is a particular concern for crew, who typically eat and sleep in small, crowded spaces."
- "Infection among crew members may lead to transmission on

⁸ See Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order* https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf.

sequential cruises on the same vessel because crew members may continue working and living onboard the ship from one cruise to the next.”

- “Crew from one ship may in turn serve onboard multiple different ships for subsequent voyages, which also has the potential to amplify transmission.”

See Centers for Disease Control and Prevention, *March 14, 2020 No Sail Order* https://www.cdc.gov/quarantine/pdf/signed-manifest-order_031520.pdf (emphasis added).

31. Outlined below is a timeline of events that supports all claims asserted by Plaintiff herein. More specifically, this timeline supports DISNEY having actual knowledge of the dangerous conditions and/or explosive contagiousness associated with COVID-19 aboard the subject vessel at the same time DISNEY dangerously and continuously exposed its passengers, including Plaintiff herein, to the deadly 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 21, 2020 – A man in Washington State, U.S.A., became the first known person diagnosed with COVID-19 in the U.S.A.
- f. 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.
- g. January 30, 2020 – WHO declared COVID-19 a “global health emergency” – recognizing that COVID-19 posed a risk beyond China. The U.S. Department of State issued a Level 4 (highest level) travel advisory as it related to U.S. citizens who planned to travel to China.
- h. February 2, 2020 – China reports that the death toll from COVID-19 in mainland China (361) exceeded the death toll in mainland China from the SARS outbreak in the early 2000s (349).
- i. February 5, 2020 – Chinese officials announced that nearly 500 people in mainland China have died as a result of COVID-19.
- j. February 5, 2020 (Diamond Princess) – Passengers aboard the *Diamond Princess* near Yokohama, Japan began a two-week quarantine after nine (9) passengers and one (1) crew member tested positive for COVID-19 while aboard the vessel.
- k. **On or about February 13, 2020 – The CDC published the 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.**⁹
- l. February 19-25, 2020 (Diamond Princess) – Following the two-week

⁹ 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>.

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.

32. Based on the foregoing timeline, DISNEY knew and/or should have known of the dangerous conditions and/or explosive contagiousness associated with COVID-19 aboard the subject vessel as early as February 13, 2020 when the CDC published its *Interim Guidance for Ships on Managing Suspected Coronavirus Disease 2019*.

COUNT I – NEGLIGENT FAILURE TO WARN

Plaintiff, KAILEE TAYLOR, re-alleges, adopts, and incorporates by reference the allegations in paragraphs one (1) through thirty-two (32), as though alleged originally herein, and further alleges:

33. It was the duty of Defendant to provide Plaintiff with reasonable care under the circumstances, which included a duty to warn Plaintiff of known dangerous conditions aboard the vessel and/or in specific areas where Defendant invited Plaintiff to occupy and/or reasonably foresaw that Plaintiff would occupy, such as common areas and/or the dining rooms.

34. At all times material, the presence of COVID-19 aboard the vessel constituted a dangerous condition, of which Defendant had prior knowledge and/or acquired such knowledge during the subject voyage, for the reasons outlined above.

35. Defendant and/or its agents, servants, and/or employees breached its duty to warn Plaintiff of the dangerous conditions associated with COVID-19 aboard the vessel by:

- a. Failing to adequately and/or timely warn Plaintiff of the dangers and/or risks, known to Defendant, of contracting COVID-19 aboard the vessel, including, but not limited to, how easily the virus could spread in a cruise ship setting;
- b. Failing to reasonably warn Plaintiff of how to reasonably prevent and/or mitigate the risk of contracting COVID-19 aboard the vessel; *e.g.*, to avoid all unnecessary contact with other passengers during the voyage and/or not engage in group/buffet dining; and/or
- c. Failing to adequately and/or timely directly warn Plaintiff of other passengers and/or crew who complained to Defendant and/or the medical professionals aboard the vessel that they had symptoms consistent with a positive COVID-19 diagnosis so that Plaintiff could reasonably protect themselves to the greatest extent possible.

36. The above breach of the duty of care caused and/or contributed to Plaintiff contracting COVID-19 and/or medical complications arising from it because Plaintiff would not have participated in the subject cruise to the extent that she did had Defendant adequately warned them of the foreseeable risk and/or danger

pertaining to the COVID-19 outbreak and of the safety measures to combat the COVID-19 outbreak aboard the vessel.

37. Defendant knew of the foregoing conditions causing Plaintiff to contract COVID-19 and/or be exposed to an actual risk of physical injury resulting from it and did not correct them, or the conditions existed for a sufficient length of time so that Defendant in the exercise of reasonable care under the circumstances should have learned of them and corrected them.

38. As a result of Defendant's negligence, Plaintiff contracted COVID-19 aboard the vessel,. In addition, Plaintiff was injured about her body and extremities, including fever, fatigue and lung damage and/or lung injury, suffered both physical pain and suffering, mental and emotional anguish (*e.g.*, anxiety and depression), lost enjoyment of life, suffered temporary and/or permanent disability (*e.g.*, physical and emotional fatigue), inconvenience in the normal pursuits and pleasures of life, feelings of economic insecurity, incurred medical expenses in the care and treatment of her injuries, lost wages and KAILEE TAYLOR's working abilities and earning capacity has become impaired. Plaintiff's injuries and damages are permanent or continuing in nature, and she will suffer the losses and impairments in the future.

WHEREFORE, Plaintiff, KAILEE TAYLOR, demands judgment for all damages recoverable under the law against the Defendant, and demands trial by jury.

**COUNT II - NEGLIGENT MANAGEMENT OF INFECTIOUS
DISEASE OUTBREAK ABOARD VESSEL**

Plaintiff, KAILEE TAYLOR, re-alleges, adopts, and incorporates by reference the allegations in paragraphs one (1) through thirty-two (32), as though alleged originally herein, and further alleges:

39. It was the duty of Defendant to provide Plaintiff with reasonable care under the circumstances, including a duty to reasonably and/or safely manage the outbreak of known infectious disease aboard the vessel.

40. At all times material, Defendant had exclusive control of all crew members aboard the vessel, including medical personnel, for the purpose of managing an outbreak of infectious disease aboard the vessel.

41. At all times material, Defendant had in place policies and procedures promulgated for the purpose of responding to an infectious disease outbreak aboard the vessel.

42. Defendant and/or its agents, servants, and/or employees breached its duty to provide Plaintiff with a reasonably safe infectious disease response aboard the vessel by:

a. Failing to take necessary and adequate action to prevent and/or

mitigate an outbreak of COVID-19 aboard the vessel when Defendant knew or should have known that such an outbreak was going to occur and/or had already occurred aboard the vessel;

- b. Failing to take reasonably available and adequate precautions in connection with passengers and/or crew who exhibited symptoms of COVID-19 aboard the vessel (*e.g.* timely quarantining passengers and/or crew members infected with COVID-19 and/or who exhibited symptoms consistent with a COVID-19 diagnosis) so that such symptoms could be timely diagnosed and/or managed in relation to other passengers aboard the vessel who could and/or likely would contract same;
- c. Failing to timely perform available testing on all ill passengers and/or crew aboard the vessel to confirm the type and nature of their illness in order to rule out COVID-19 and its potential spread to other passengers and/or crew members; and/or
- d. Failing to timely and/or reasonably enforce Defendant's infectious disease outbreak policies and/or procedures aboard the vessel, including but not limited to activating the correct and/or responsible Outbreak Prevention Plan ("OPP") level, upon learning that an infectious disease outbreak (COVID-19) was occurring or could occur

aboard the vessel.

43. The above breach of the duty of care caused and/or contributed to Plaintiff contracting COVID-19 and/or medical complications arising from it because Plaintiff would not have contracted COVID-19 and/or been unreasonably exposed to contracting same had Defendant reasonably and/or safely managed the infectious disease outbreak aboard the vessel.

44. Defendant knew of the foregoing conditions causing Plaintiff to contract COVID-19 and/or be exposed to an actual risk of physical injury resulting from it and did not correct them, or the conditions existed for a sufficient length of time so that Defendant in the exercise of reasonable care under the circumstances should have learned of them and corrected them.

45. As a result of Defendant's negligence, Plaintiff contracted COVID-19 aboard the vessel. In addition, Plaintiff was injured about her body and extremities, including fever, fatigue and lung damage and/or lung injury, suffered both physical pain and suffering, mental and emotional anguish (*e.g.*, anxiety and depression), lost enjoyment of life, suffered temporary and/or permanent disability (*e.g.*, physical and emotional fatigue), inconvenience in the normal pursuits and pleasures of life, feelings of economic insecurity, incurred medical expenses in the care and treatment of her injuries, lost wages and KAILIE TAYLOR's working abilities and earning capacity has become impaired. Plaintiff's

injuries and damages are permanent or continuing in nature, and she will suffer the losses and impairments in the future.

WHEREFORE, Plaintiff, KAILEE TAYLOR, demands judgment for all damages recoverable under the law against the Defendant, and demands trial by jury.

COUNT III - NEGLIGENT BOARDING

Plaintiff, KAILEE TAYLOR, re-alleges, adopts, and incorporates by reference the allegations in paragraphs one (1) through thirty-two (32), as though alleged originally herein, and further alleges:

46. At all times material, Defendant exclusively controlled the process of how passengers and crew members boarded the vessel, at the beginning of the voyage and at all subsequent ports of call at which Defendant permitted passengers, crew and/or other individuals to board and/or disembark the vessel.

47. It was the duty of Defendant to provide Plaintiff with reasonable care under the circumstances, including but not limited to, the provision of a reasonably safe boarding method in view of the knowledge Defendant possessed pertaining to the threat of COVID-19 worldwide and aboard Defendant's vessel, as outlined above.

48. Defendant's negligent decisions made in regards to boarding people before the commencement of the subject voyage, further outlined below, were formulated and called to be executed by Defendant from its shoreside office(s).

49. Defendant and/or its agents, servants, and/or employees breached its duty to provide Plaintiff with a reasonably safe boarding by:

- a. Failing to have adequate medical personnel stationed on land during the initial boarding process before the subject voyage commenced to adequately and/or reasonably evaluate passengers and/or crew members to determine whether to allow boarding to those who plainly and/or objectively exhibited symptoms consistent with a positive COVID-19 diagnosis; *e.g.*, checking the temperature of all those who sought to board the vessel for fever and/or evaluation of their potential respiratory symptoms/distress.
- b. Failure to have adequate medical personnel aboard the vessel and/or shoreside responsible for the boarding process of passengers and/or crew members to determine whether to allow boarding to passengers and/or crew members in accordance with CDC guidelines available at the time of boarding.¹⁰
- c. Failing to reasonably restrict nonessential individuals' access to the vessel (including, but not limited to DISNEY's shoreside personnel, independent contractors, crew members, etc.) once DISNEY acquired

¹⁰ 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>.

notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 potentially aboard the vessel.

- d. Continuing to allow passengers, including Plaintiff, to congregate in close proximity to one another and/or eat in buffet settings aboard the vessel (i.e. not enforcing physical distancing measures) and/or providing passengers with entertainment, activities and dining options when the CDC issued considerations to cruise ship operators as it pertained to the potential spread of COVID-19 aboard cruise vessels.

50. The above breach of the duty of care caused and/or contributed to Plaintiff contracting COVID-19 and/or medical complications arising from it because the COVID-19 outbreak aboard the vessel would not have occurred but for Defendant's failure to provide a reasonably safe boarding process (per CDC guidelines) and failure to reasonably restrict nonessential individuals from boarding the vessel.

51. Defendant knew of the foregoing conditions causing Plaintiff to contract COVID-19 and/or be exposed to an actual risk of physical injury resulting from it and did not correct them, or the conditions existed for a sufficient length of time so that Defendant in the exercise of reasonable care under the circumstances should have learned of them and corrected them.

52. As a result of Defendant's negligence, Plaintiff contracted COVID-19 aboard the vessel. In addition, Plaintiff was injured about her body and extremities, including fever, fatigue and lung damage and/or lung injury, suffered both physical pain and suffering, mental and emotional anguish (*e.g.*, anxiety and depression), lost enjoyment of life, suffered temporary and/or permanent disability (*e.g.*, physical and emotional fatigue), inconvenience in the normal pursuits and pleasures of life, feelings of economic insecurity, incurred medical expenses in the care and treatment of her injuries, lost wages and KAILEE TAYLOR's working abilities and earning capacity has become impaired. Plaintiff's injuries and damages are permanent or continuing in nature, and she will suffer the losses and impairments in the future.

WHEREFORE, Plaintiff, KAILEE TAYLOR, demands judgment for all damages recoverable under the law against the Defendant, and demands trial by jury.

COUNT IV - GENERAL NEGLIGENCE

Plaintiff, KAILEE TAYLOR, re-alleges, adopts, and incorporates by reference the allegations in paragraphs one (1) through thirty-two (32), as though alleged originally herein, and further alleges:

53. It was the duty of Defendant to provide Plaintiff with reasonable care under the circumstances.

54. Defendant and/or its agents, servants, and/or employees breached its duty to provide Plaintiff with reasonable care under the circumstances by:

- a. Continuing to allow passengers, including Plaintiff, to congregate in close proximity to one another and/or eat in buffet settings aboard the vessel (*i.e.* not enforcing physical distancing measures);
- b. Failing to adequately sanitize and/or disinfect the vessel, including, but not limited to, the vessel's common areas, passengers' cabins and/or plates, cups, food trays, utensils, ice machines and drinking fountains to be used by passengers; and/or
- c. Failing to timely enact lockdowns of passengers and all non-essential personnel aboard the vessel once DISNEY acquired notice of the dangerous conditions and/or explosive contagiousness associated with COVID-19 aboard the vessel.

55. The above breach of the duty of care caused and/or contributed to Plaintiff contracting COVID-19 and/or medical complications arising from it because Plaintiff would not have contracted COVID-19 and/or been unreasonably exposed to contracting same had Defendant exercised reasonable care under the circumstances by enforcing physical distancing measures, adequately sanitizing the vessel, and/or by timely enacting a vessel lockdown.

56. Defendant knew of the foregoing conditions causing Plaintiff to contract COVID-19 and/or be exposed to an actual risk of physical injury resulting from it and did not correct them, or the conditions existed for a sufficient length of time so that Defendant in the exercise of reasonable care under the circumstances should have learned of them and corrected them.

57. As a result of Defendant's negligence, Plaintiff contracted COVID-19 aboard the vessel. In addition, Plaintiff was injured about her body and extremities, including fever, fatigue and lung damage and/or lung injury, suffered both physical pain and suffering, mental and emotional anguish (*e.g.*, anxiety and depression), lost enjoyment of life, suffered temporary and/or permanent disability (*e.g.*, physical and emotional fatigue), inconvenience in the normal pursuits and pleasures of life, feelings of economic insecurity, incurred medical expenses in the care and treatment of her injuries, lost wages and KAILEE TAYLOR's working abilities and earning capacity has become impaired. Plaintiff's injuries and damages are permanent or continuing in nature, and she will suffer the losses and impairments in the future.

WHEREFORE, Plaintiff, KAILEE TAYLOR, demands judgment for all damages recoverable under the law against the Defendant, and demands trial by jury.

COUNT V - NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

Plaintiff, KAILEE TAYLOR, re-alleges, adopts, and incorporates by reference the allegations in paragraphs one (1) through thirty-two (32), as though alleged originally herein, and further alleges:

58. At all times material, due to the negligence and/or gross negligence and/or intentional conduct of the Defendants, Plaintiff was placed in an immediate risk of physical harm and contracted COVID-19 while aboard the vessel.

59. It was the duty of Defendant to provide Plaintiff with reasonable care under the circumstances, which included a duty not to intentionally and/or recklessly inflict emotional distress on them during the subject voyage.

60. Plaintiff was in close proximity to conditions which did cause or could have caused serious physical, mental and/or emotional injury and/or illness.

61. Defendant's negligence and/or gross negligence and/or intentional conduct caused severe mental and/or emotional harm and/or distress in the Plaintiff, such as fear and anxiety, including, but not limited to, of contracting COVID-19. These emotional injuries and/or damages have also resulted in physical manifestations, such as sickness, nausea, exhaustion, fatigue, headaches, insomnia, lack of sleep, poor sleep, nightmares, and respiratory difficulties.

62. During the subject voyage, Defendant and/or its agents, servants and/or employees were negligent in the following ways:

a. Failing to timely and/or adequately screen passengers on land before

allowing them to board the vessel for the subject voyage, despite Defendant knowing of the escalating COVID-19 pandemic and the potential for an explosive COVID-19 outbreak aboard the vessel; and/or

- b. Failing to restrict Plaintiff and passengers from buffet/group dining aboard the vessel, and failing to quarantine passengers to ensure physical distance requirements aboard the vessel rather than permitting passengers to congregate in close proximity to one another aboard the vessel for meals and/or entertainment.

63. Due to Defendant's breach of the duty of care, outlined above, Plaintiff was placed in a foreseeable zone of risk of immediate physical impact.

64. Specifically, Defendant knew of the risks and/or dangers in connection with COVID-19, its presence and/or likely presence aboard the vessel during the subject voyage, as well as the injuries it could cause Plaintiff if she physically contracted it; yet, as outlined above, Defendant failed to reasonably screen passengers prior to their boarding the vessel. As a result, Plaintiff was placed in a foreseeable zone of risk of immediate physical impact (*i.e.* physically contracting COVID-19 from other passengers and/or crew members while aboard the vessel and/or disembarking same).

65. As a result of Defendant's negligence, Plaintiff contracted COVID-19 aboard

the vessel. In addition, Plaintiff was injured about her body and extremities, including lung damage and/or lung injury, suffered both physical pain and suffering, mental and emotional anguish (*e.g.*, anxiety and depression), loss of enjoyment of life, temporary and/or permanent disability (*e.g.*, physical and emotional fatigue), inconvenience in the normal pursuits and pleasures of life, feelings of economic insecurity, incurred medical expenses in the care and treatment of her injuries, lost wages and KAILEE TAYLOR's working abilities and earning capacity has become impaired. Plaintiff's injuries and damages are permanent or continuing in nature, and she will suffer the losses and impairments in the future. Plaintiff feared for her own life as well as the lives of her loved ones.

66. As a result of Defendant's negligence, Plaintiff was exposed to an actual risk of physical injury, which caused mental and emotional anguish with physical manifestations of that mental and emotional anguish including, but not limited to, sickness, nausea, exhaustion, fatigue, gastrointestinal difficulties, headaches, insomnia, lack of sleep, poor sleep, nightmares and/or respiratory difficulties.

WHEREFORE, Plaintiff, KAILEE TAYLOR, demands judgment for all damages recoverable under the law against the Defendant, and demands trial by jury.

Dated: March 2, 2021

Respectfully submitted,

LIPCON, MARGULIES,
ALSINA & WINKLEMAN, P.A.

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By: /s/ Stefanie A. Black

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<p>I. (a) PLAINTIFFS</p> <p>(b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorney's (Firm Name, Address, and Telephone Number)</p>	<p>DEFENDANTS</p> <p>County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">PTF</td> <td style="width: 10%; text-align: center;">DEF</td> <td style="width: 40%;"></td> <td style="width: 10%; text-align: center;">PTF</td> <td style="width: 10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated <i>or</i> Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated <i>and</i> Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<p>PERSONAL INJURY</p> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p style="text-align: center;">PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <p style="text-align: center;">LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <p style="text-align: center;">SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <p style="text-align: center;">FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <p>Habeas Corpus:</p> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify)
 6 Multidistrict Litigation
 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (**Do not cite jurisdictional statutes unless diversity**): _____

Brief description of cause: _____

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____ CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: