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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ROBERT ARCHER, et al.,

Plaintiffs,

v.

CARNIVAL CORPORATION, et al.,

Defendants.

Case No. 2:20-CV-04203-RGK-SK

PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANTS' MOTION TO STRIKE JURY DEMAND

Date: May 3, 2021
Time: 9:00 a.m.
Judge: Hon. R. Gary Klausner
Courtroom: 850
Magistrate: Hon. Steve Kim

Filed: April 12, 2021

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES

Page(s)

Cases

TABLE OF AUTHORITIES
(continued)

Page(s)

INTRODUCTION

The Seventh Amendment guarantees a party's right to a jury trial in common law matters. U.S. CONST. amend. VII. Where parties invoke both admiralty and non-admiralty bases for jurisdiction, the parties' jury trial rights remain inviolate so long as their claims are ones that could have been brought at common law. *Ghotra by Ghotra v. Bandila Shipping, Inc.*, 113 F.3d 1050, 1056 (9th Cir. 1997) (upholding plaintiff's jury trial rights on all claims where both admiralty jurisdiction and diversity jurisdiction are asserted). Maritime law does not expressly forbid a trial by jury. *Fitzgerald v. U. S. Lines Co.*, 374 U.S. 16, 20 (1963).

Plaintiffs filed this case as a class action after more than 2,000 passengers were exposed to COVID-19 on board the *Grand Princess* cruise, alleging negligence, gross negligence, negligent infliction of emotional distress, and intentional infliction of emotional distress. The passengers invoked the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d)(2)(A) and (C), as one basis for federal jurisdiction. CAFA provides federal subject matter jurisdiction where the proposed class claims exceed $5,000,000 and at least one member of the Proposed Class is diverse in citizenship from at least one Defendant. *Id*. Because Plaintiffs here properly invoked federal subject matter jurisdiction pursuant to CAFA and brought common law claims, the Seventh Amendment guarantees Plaintiffs' right to a jury trial

Defendants have never challenged this court's jurisdiction under CAFA in any of their Answers (ECF No. 97 and 98), Motions to Dismiss (ECF No. 61-1 and 62-1), or Replies (ECF No. 73 and 94). In fact, Defendants' Answers, filed *after* the Court denied class certification, effectively concede that this Court has subject matter jurisdiction under CAFA. In response to Plaintiffs' allegations supporting CAFA jurisdiction, Carnival's Answer states: "Should a response be required,

Carnival does not contest jurisdiction in this action." (ECF No. 98 ¶ 85). Princess likewise does not contest CAFA jurisdiction in its Answer, stating: "[t]o the extent any response is required, Princess admits that Plaintiffs seek damages in excess of this Court's jurisdictional limit but denies that Princess is liable for any amount in controversy, and further denies that Plaintiffs sustained any damages for which Princess would be responsible." (ECF No. 97 ¶ 85). Nowhere does either contest that this Court has CAFA jurisdiction over Plaintiffs' claims.

Instead, in their Motion to Strike Plaintiffs' Jury Demand, Defendants invent a legal rule which has not been established by the Ninth Circuit, nor any other binding authority: that because a court later denies class certification based on a class-action waiver, the court's exercise of subject matter jurisdiction under CAFA is somehow void *ab initio* and the class certification ruling deprives Plaintiffs of their Seventh Amendment right to a jury trial. This contention runs contrary to the Ninth Circuit's clearly established precedent that the denial of class certification will not divest a district court of federal jurisdiction under CAFA. *United Steel, Paper & Forestry, Rubber, Mfg., Energy, Allied Indus. & Serv. Workers Int'l Union v. Shell Oil Co.*, 602 F.3d 1087 (9th Cir. 2010). Because independent federal jurisdiction under CAFA remains in spite of the Court's class certification denial, Plaintiffs' right to a jury trial survives. *Id.*

In any event, even if the Court only has subject matter jurisdiction here under its admiralty powers, Defendants' motion should still be denied because: (1) jury trials are permitted in admiralty (*see Fitzgerald*, 374 U.S. at 20); (2) the savings-to-suitors clause preserves Plaintiffs' jury trial right (*see Lewis v. Lewis & Clark Marine, Inc.*, 531 U.S. 438, 454–55 (2001)); and, (3) traditional public policy concerns regarding a jury hearing complex admiralty matters are not present in this case (*see Gyorfi v. Partrederiet Atomena*, 58 F.R.D. 112, 114 (N.D. Ohio 1973)).

I. Background

Plaintiffs initiated this putative class-action lawsuit on April 8, 2020,

bringing claims arising out of the COVID-19 outbreak on the *Grand Princess* cruise ship, which set sail on February 21, 2020 from San Francisco to Hawaii. Plaintiffs asserted federal subject matter jurisdiction in the Central District of California both under admiralty jurisdiction, 28 U.S.C. § 1333, and the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2)(A) and (C) and timely demanded a trial by jury. (ECF No. 1). Plaintiffs filed their Second and Third Amended Complaints pursuant to these same dual bases for federal jurisdiction and renewed their jury trial demand. (ECF No. 58 and 84).

Defendants did not challenge these bases for subject matter jurisdiction in their Answers (ECF No. 97 and 98), Motions to Dismiss (ECF No. 61-1 and 62-1), or related Replies (ECF No. 73 and 94). Carnival also never raised any opposition to Plaintiffs' jury demand until the present Motion; in fact, they affirmatively sought relief from the "court or jury" in Affirmative Defense 14 of their Answer. (ECF No. 98 at 59).

The Court declined to certify the class on October 20, 2020. (ECF No. 92). Applying the "reasonable communicativeness test," the Court found that Plaintiffs were contractually bound by the purported class action waiver contained deep in fine print of Defendants' passage contract. (*Id.* at 5, 12).

II. Legal Standard

The Seventh Amendment provides: "In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved." U.S. CONST. amend. VII. Federal Rule of Civil Procedure 38(a) enshrines this right, stating that "[t]he right of trial by jury as declared by the Seventh Amendment to the Constitution—or as provided by a federal statute—is preserved to the parties *inviolate*." Fed. R. Civ. P. 38(a) (emphasis added). To grant Defendants' Motion to Strike, the Court must find that there is no federal right to a jury trial on some or all issues demanded by Plaintiffs. Fed. R. Civ. P. 39.

III. Argument

Neither the Seventh Amendment nor the Federal Rules of Civil Procedure forbids jury trials in cases brought solely under admiralty law. *Fitzgerald*, 374 U.S. at 20. If a case implicates both admiralty jurisdiction and an independent, non-admiralty jurisdictional basis, the party's Seventh Amendment jury trial right remains inviolate. *Trentacosta v. Frontier Pac. Aircraft Indus., Inc.*, 813 F.2d 1553, 1559 (9th Cir. 1987).

The Ninth Circuit described this rule in *Ghotra by Ghotra*, stating: "the proper focus is on whether the suit could have been brought at 'common law,' that is, whether the court had an independent basis for jurisdiction and whether this was the type of claim that historically could be brought outside of admiralty court." *Ghotra* , 113 F.3d at 1055; *see also Wilmington Trust v. U.S. Dist. Ct. for Dist. of Hawaii*, 934 F.2d 1026, 1029 (9th Cir. 1991). Because Plaintiffs allege common law claims and possess an independent basis for jurisdiction under CAFA, even following the denial of class certification, Defendants cannot extinguish their Seventh Amendment jury trial rights.

A. Plaintiffs' Common-Law Claims are Cognizable Outside of Admiralty

The Seventh Amendment protects the parties' jury trial rights "in suits at common law." U.S. CONST. amend. VII. This right extends beyond historically-recognized common law actions, encompassing "all suits which are not of equity and admiralty jurisdiction." *Curtis v. Loether*, 415 U.S. 189, 192–93 (1974). Here, Plaintiffs assert common law negligence, gross negligence, negligent infliction of emotional distress, and intentional infliction of emotional distress claims. (ECF Nos. 1, 58, and 84). *See Ghotra*, 113 F.3d at 1055 (finding negligence and gross negligence claims cognizable "at common law" under Seventh Amendment jurisprudence); *Sample v. Johnson*, 771 F.2d 1335, 1344 (9th Cir. 1985) (recognizing IIED as a non-admiralty claim); *Chan v. Soc'y Expeditions, Inc.*, 39

F.3d 1398 (9th Cir. 1994) (acknowledging common-law basis for NIED claims).

These are all types of claims which historically could be brought in state court or on the "law side" (i.e., non-admiralty side) of the district court. *See Wilmington Trust*, 934 F.2d at 1029 ("Many claims, however, are cognizable by the district courts whether asserted in admiralty or in a civil action, assuming the existence of a non-maritime ground of jurisdiction. Thus at present the pleader has power to determine procedural consequences by the way in which he exercises the classic privilege given by the saving-to-suitors clause."); *Trentacosta*, 813 F.2d at 1559 (finding that claims are not "cognizable only in admiralty" where an independent basis of jurisdiction for maritime claims exists and plaintiffs elect to invoke jurisdiction on the "law side of the court.") Therefore, Plaintiffs can properly bring these claims outside of the admiralty jurisdiction of this Court, where the Seventh Amendment jury trial right remains.

B. Plaintiffs Properly Invoked Federal CAFA Jurisdiction

Plaintiffs initiated the present action in this federal forum on April 8, 2020, bringing claims arising out of the COVID-19 outbreak on the *Grand Princess* cruise ship, which set sail on February 21, 2020 from San Francisco to Hawaii. Plaintiffs asserted federal subject matter jurisdiction pursuant to both admiralty jurisdiction, 28 U.S.C. § 1333, and the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2)(A) and (C). (ECF No. 1). Plaintiffs filed their Second and Third Amended Complaints pursuant to these same dual bases for federal jurisdiction. (ECF No. 58 and 84).

The Class Action Fairness Act, codified at 28 USC § 1332(d)(2)(A) and (C), provides a federal jurisdictional basis where the proposed class members' claims exceed $5,000,000 and where at least one member of the proposed class of Plaintiffs is a citizen of a state different from at least one Defendant. *Exxon Mobil Corp. v. Allapattah Servs., Inc.*, 545 U.S. 546, 571 (2005). As articulated in Plaintiffs' First, Second, and Third Amended Complaints, this Court has subject

matter jurisdiction pursuant to the Class Action Fairness Act Act ("CAFA"), 28 U.S.C. § 1332(d)(2)(A) and (C), because the claims of the proposed Class Members exceed $5,000,000, and because at least one member of the Proposed Class of plaintiffs is a citizen of a state different from at least one Defendant. (ECF Nos. 1 at 5, 58 at 15, and 84 at 17).

C. Federal Jurisdiction Pursuant to CAFA Survives Class Certification Denial

In 2010, the Ninth Circuit joined the Seventh and Eleventh Circuits in holding that the denial of class certification does not divest federal courts of jurisdiction under CAFA. *United Steel*, 602 F.3d 1087. The court reasoned that "post-filing developments do not defeat jurisdiction if jurisdiction was properly invoked as of the time of filing." *Id*. at 1091. The Ninth Circuit's ruling is clear: "A district court's subsequent denial of Rule 23 class certification does not divest the court of jurisdiction." *Id*. at 1092; *see also Bui v. Northrop Grumman Sys. Corp.*, No. 15-CV-1397-WQH-WVG, 2015 WL 8492502, at *4 (S.D. Cal. Dec. 10, 2015) (holding that plaintiff's voluntary dismissal of putative class and class claims and submission of individual claims to arbitration "does not divest the Court of CAFA jurisdiction" because the "Court had proper subject matter jurisdiction premised upon CAFA at the time of removal"); *Visendi v. Bank of Am., N.A.*, 733 F.3d 863, 868 (9th Cir. 2013) (finding that it is "well settled" that where CAFA jurisdiction is properly invoked, post-filing developments including class certification denial will not defeat such jurisdiction); *Madeira v. Converse, Inc*., 826 F. App'x 634 (9th Cir. 2020) ("Where, as here, jurisdiction was proper at the time of removal, subsequent dismissal of class claims does not defeat the court's CAFA jurisdiction over remaining individual claims."); *Campion v. Old Republic Home Prot. Co., Inc.*, No. 09-CV-748-JMA(NLS), 2012 WL 13175903, at *3 (S.D. Cal. June 22, 2012) ("[J]urisdiction under CAFA was not extinguished when Plaintiff's Motion for Class Certification was denied.")

Defendants argue that because the class in this case was not certified, the Court is divested of federal jurisdiction under CAFA. Such a contention directly contradicts the Ninth Circuit's holding in *United Steel*, which makes clear that a federal court's denial of class certification does not strip them of their federal CAFA jurisdiction.

Defendants argue that Plaintiffs never properly invoked CAFA jurisdiction in the first place due to the terms and conditions of the "Passage Contract," that was presented to the passengers after they booked their cruises and which deep in the fine print contain a purported class-action waiver. Defendants cite to *United Steel* in support of their proposition that "Plaintiffs' agreement before embarking on the *Grand Princess* to forgo bringing or participating in a class action [. . .] means that CAFA jurisdiction was never properly invoked." Nowhere in the text of *United Steel* does the Court make such a holding; in fact, Defendants fail to cite any authority asserting such a rule regarding class-action waivers stripping individuals of their ability to bring class action claims in federal court. Nor does the text of 28 U.S.C. § 1332(d) make any mention of a lack of class action waiver as a jurisdictional requirement.

While *United Steel* clearly held that class certification is not a necessary condition to continued jurisdiction, the court recognized limited exceptions to this general rule of "once jurisdiction, always jurisdiction." The first is "when a case becomes moot in the course of litigation." *United Steel*, 602 F.3d at 1092. Such is not the case here, where none of Plaintiffs' claims have become moot. The second is when there was no jurisdiction to begin with because "the jurisdictional allegations were frivolous from the start." *Id*. Defendants do not contend in their Motion to Strike Plaintiffs' jury trial demand (nor in their prior Answers, Motions to Dismiss or related Replies) that Plaintiffs' jurisdictional allegations were "frivolous." And the claims were certainly not frivolous. *Townsend v. Holman Consulting Corp.*, 929 F.2d 1358, 1362 (9th Cir. 1990) ("The word "frivolous" [. .

.] is a shorthand that this court has used to denote a filing that is both baseless and made without a reasonable and competent inquiry.") Plaintiffs' claims do not fall under either exception to continued CAFA jurisdiction presented in *United Steel*.

Instead of citing authority to support their fictional rule that a class certification denial destroys a party's Seventh Amendment right to a jury trial, Defendants attempt to analogize the instant case to one where a court held that "federal jurisdiction is unavailable when the plaintiff has entered a binding stipulation agreeing to facts that preclude federal jurisdiction." Defendants cite *Martinez v. Johnson & Johnson Cons. Inc.*, where a court found no § 1332(a) diversity jurisdiction existed for a plaintiff who expressly sought to recover less than $75,000 according to limitations included in his Complaint. 471 F. Supp. 3d 1003, 1009-10 (C.D. Cal. 2020). *Martinez* is distinguishable: Plaintiffs here properly and plausibly pleaded all statutory jurisdictional requirements for bringing a class action in federal court pursuant to CAFA, alleging claims exceeding the jurisdictional requirement of $5,000,000 and meeting the statute's minimal diversity requirements. By contrast, the plaintiff in *Martinez* intentionally and expressly limited his recovery to less than the $75,000 jurisdictional requirement, depriving the court at the threshold of subject matter jurisdiction. Here, neither Plaintiffs' Complaint nor any other pleading limited Plaintiffs' ability to meet any jurisdictional requirements of CAFA.

Defendants also cite *Standard Fire Ins. Co. v. Knowles*, 568 U.S. 588 (2013), in support of their analogy. In *Knowles*, the Court held that even where a plaintiff stipulated at filing that the putative class will seek less than $5 million in damages, removal pursuant to CAFA remains proper. *Id*. at 596. The Court's holding rested on the fact that the stipulation was not binding because "a plaintiff who files a proposed class action cannot legally bind members of the proposed class before the class is certified." *Id.* at 593. Defendants argue that because Carnival's class action waiver was "binding," Plaintiffs stipulated that jurisdiction would be precluded

pursuant to CAFA.

The factual scenario and holding in *Knowles* is inapposite to the present case. *Knowles* involves a plaintiff who tried, but failed, to bind a putative class from meeting a jurisdictional requirement under CAFA. Even when the *Knowles* plaintiff unsuccessfully tried to stipulate to avoid meeting jurisdictional requirements, the court still found that Defendants could not avoid federal CAFA jurisdiction. Here, Plaintiffs have not even tried to stipulate to facts which violate CAFA's jurisdictional requirements. Nothing in the Passage Contract purported to waive federal jurisdiction under CAFA and no exceptions are made in the plain text of CAFA to disallow federal jurisdiction in the event of a class-action waivers contained in a private contract. Any application of *Knowles* is thus irrelevant.

A more appropriate case illustrating why CAFA jurisdiction survives after class claims dissolve is *Bui v. Northrop Grumman Sys. Corp.*, No. 15-CV-1397-WQH-WVG, 2015 WL 8492502 (S.D. Cal. Dec. 10, 2015). In that case, the plaintiff voluntarily decided to dismiss her putative class claim and instead to submit individual claims to arbitration. *Id.* The court held that despite the plaintiff's dismissal of her putative class claims, because she properly invoked CAFA jurisdiction at filing by properly pleading (and meeting) the statutory requirements of CAFA, the court was not divested of subject matter jurisdiction. *Id.* The facts of the current matter present even stronger indications that surviving CAFA jurisdiction is appropriate. If even where plaintiffs move to dismiss their class claims altogether CAFA jurisdiction remains, these Plaintiffs surely retain CAFA jurisdiction where class certification was denied following a proper invocation of CAFA jurisdiction.

D. Even if Only Admiralty Jurisdiction Remains, a Trial by Jury is Superior

Even if this Court were to find that no independent basis for federal jurisdiction exists pursuant to CAFA, leaving admiralty as the only federal

jurisdictional basis, Defendants' motion to strike Plaintiffs' jury trial demand should still be denied because (1) jury trials are permitted in admiralty, (2) the savings-to-suitors clause protects the jury trial right, and (3) traditional public policy concerns regarding a jury hearing complex admiralty matters are not present in this case.

1. Admiralty Jurisdiction Permits a Trial by Jury

There is no constitutional barrier to a jury trial in admiralty. *Fitzgerald*, 374 U.S. 16, 20. Though this right to a jury trial is not guaranteed in admiralty cases, a jury trial is certainly not banned. *Id.*; *see also Waring v. Clarke*, 46 U.S. 441, 460 (1847). "All of the circuits that have addressed the issue have concluded that, under *Fitzgerald*, admiralty claims may be tried to a jury when the parties are entitled to a jury trial on the non-admiralty claims." *Luera v. M/V Alberta*, 635 F.3d 181, 192 (5th Cir. 2011). The Central District has even noted that "jury trials have historically been more common in admiralty cases than in equity cases." *Hanjin Shipping Co. v. Jay*, 1991 WL 12017913, at *1 (C.D. Cal. 1991)*; see also Moreno v. Ross Island Sand & Gravel Co.*, No. 2:13-CV-00691-KJM, 2015 WL 5604443, at *19 (E.D. Cal. Sept. 23, 2015) (granting jury trial demand in admiralty case); *The Cont'l Cas. Co. v. Scully*, No. 09-CV-1970 W (NLS), 2010 WL 2736078, at n. 1 (S.D. Cal. July 12, 2010) (finding that plaintiff's admiralty and maritime claims may be tried before a jury); *Ghotra*, 113 F.3d at 1057 (allowing plaintiffs in a mixed-admiralty case to demand a jury for in rem admiralty claims).

2. The Savings-to-Suitors Clause Preserves Plaintiffs' Jury Trial Right

The federal statute that confers exclusive jurisdiction over admiralty and maritime claims to federal courts contains a clause that saves to suitors "all other remedies to which they are otherwise entitled." 28 U.S.C. § 1333(1). One remedy the saving-to-suitors clause safeguards is the right to a jury trial. *Lewis*, 531 U.S. at 454–55. The saving-to-suitors clause "embodies a presumption in favor of jury

trial and common law remedies in the forum of the claimant's choice." *Beiswenger Enters. Corp. v. Carletta*, 86 F.3d 1032, 1037 (11th Cir. 1996).

In their Motion to Strike, Defendants argue that Plaintiffs had no choice but to file this case in federal court due to the forum selection clause contained in the Passage Contract. (ECF No. 107 at 8) ("[T]here is no possibility that this case could properly be filed in state court: The Passage Contract that this Court has held binding and enforceable requires that all personal-injury suits be filed in federal court so long as there is federal jurisdiction, and cases improperly filed in state court are removable to federal court.")

Where a claimant is deprived of a choice of venue, the savings-to-suitors clause preserves the claimant's right to a jury trial. *Lewis*, 531 U.S. at 455–456 (holding that because the plaintiff had no choice but to file his claims in federal court in admiralty pursuant to the Limitation of Liability Act, plaintiffs' saved remedies under the savings-to-suitors clause, including a jury trial right, remained). Just as the plaintiff in *Lewis* had no choice in venue due to statutory constraints, Defendants argue that Plaintiffs had no other venue option but federal court due to the Passage Contract. *Id*. Because Plaintiffs have no other choice of venue but federal court, the savings-to-suitors clause preserves their right to a jury trial. *Id*.

Further, in the face of cruise line federal forum selection clauses such as this one, courts have enforced federal admiralty jurisdiction *so long as* it does not deprive litigants of their right to a jury trial pursuant to the savings-to-suitors clause. *See, e.g.*, *DeRoy v. Carnival Corp.*, 963 F.3d 1302 (11th Cir. 2020) (where the Court enforced federal admiralty jurisdiction pursuant to a federal forum selection clause *only* because Carnival stipulated and agreed to a jury trial); *Leslie v. Carnival Corp.*, 22 So. 3d 561 (Fla. Dist. Ct. App. 2008), *on reh'g en banc*, 22 So. 3d 567 (Fla. Dist. Ct. App. 2009) (where the Court's enforcement of Carnival's federal forum-selection clause was conditioned on the Court's understanding that Carnival would consent to a jury trial).

3. This Case Lacks Traditional Public Policy Concerns Regarding Juries Hearing Complex Admiralty Matters

Finally, this case does not implicate the traditional public policy concerns regarding a jury hearing a case proceeding under admiralty jurisdiction. Historically, cases arising in admiralty were tried by a judge, not a jury. Underlying this historical practice is the assumption that maritime actions involve complex, specialized issues which would be inaccessible to a jury and would require a judge's expertise. *Gyorfi*, 58 F.R.D. at 114. *See also Moreno*, No. 2:13-CV-00691-KJM at *19 ("[A]dmiralty's bench-trial tradition may yield when law and admiralty conflict and when state and federal maritime jurisdiction are concurrent.")

Such concerns are not present here. Plaintiffs' claims arise out of a COVID-19 outbreak onboard Defendants' cruise ship. Plaintiffs allege that Defendants knew or should have known about the risk of a COVID-19 pandemic on board, particularly considering the heightened risk of viral outbreak in the context of a cruise ship's close quarters. These claims rest on, among other allegations, Defendants' prior knowledge and experience with deadly pathogens, a COVID-19 outbreak on another Carnival cruise ship, and Defendants' specific awareness that at least one passenger on the same ship who sought treatment for COVID-19 symptoms while on board.

Plaintiffs' theory of liability does not rest solely on specialized knowledge of maritime legal or factual issues. Rather, this case involves the responsibility of these corporations to take certain precautions to protect those in its charge from foreseeable and potentially deadly dangers. The spread of COVID-19, particularly in the tourism and hospitality industry, is of great public importance. Because historical concerns regarding the complexity of admiralty actions are not present here, and because a jury is an appropriate trier of fact regarding this subject matter, Plaintiffs' demand for a jury trial should remain even if the Court does not find that

a jurisdictional basis exists independent of admiralty.

CONCLUSION

Defendants cannot destroy Plaintiffs' jury trial right. Because neither this Court's class certification denial nor Carnival's insertion of a class-action waiver in the Passenger Contract divested this Court of independent federal subject matter jurisdiction under CAFA, Plaintiffs' Seventh Amendment right to a trial by jury remains. Regardless, even if only admiralty jurisdiction governs, the savings-to-suitors clause protects the jury trial right.

Dated: April 12, 2021

By: /s/ Elizabeth J. Cabraser

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CERTIFICATE OF SERVICE

I, Elizabeth J. Cabraser, hereby certify that on April 12, 2021, I caused to be electronically filed the above Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendants' Motion to Strike Jury Demand with the Clerk of the United States District Court for the Central District of California using the CM/ECF system, which shall send electronic notification to all counsel of record.

/s/ Elizabeth J. Cabraser
Elizabeth J. Cabraser