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LISA ANNE CORNELL and
G. WARE CORNELL, Jr.

v.

PRINCESS CRUISE LINES, LTD (CORP)
CARNIVAL plc
and CARNIVAL CORPORATION

AMENDED VERIFIED COMPLAINT

I. JURISDICTIONAL ALLEGATIONS

1. This action arises as a result of a violations of the Shipping Act of 1984 Title 46 United States Code §41101 et seq. namely the following provisions:

- §41104 (10) which provides in pertinent part:
"A common carrier, either alone or in conjunction with any other person, directly or indirectly, may not...(10) unreasonably refuse to deal or negotiate..."
- §41104(4)(a) which provides in pertinent part:
"A common carrier, either alone or in conjunction with any other person, directly or indirectly may not for service pursuant to a tariff engage in any unfair or unjustly discriminatory practice of rates or charges..."
- §41105(1) which provides in pertinent part:
"A conference or group of two or more common carriers may not -...boycott or take any other concerted action resulting in an unreasonable refusal to deal."

II. PARTIES

2. LISA ANNE CORNELL ("LISA CORNELL") is a citizen of the United States residing at 836 Waterview Dr, Weston, Florida, 33326

3. G. WARE CORNELL, JR. ("WARE CORNELL") is a citizen of the United States r residing at 836 Waterview Dr, Weston, Florida, 33326, and is a duly licensed attorney in the states of Florida and Georgia.

4. PRINCESS CRUISE LINES, LTD (CORP) ("PRINCESS") is a California corporation which operates pursuant to the Shipping Act of 1984 as a common carrier for hire of passengers from ports in the United States. Its address is 24305 Town Center Drive, Santa Clarita CA 91355.

5. CARNIVAL plc ("CARNIVAL plc") is a corporation established under the laws of the United Kingdom which does business under the names of Cunard Line, P&O Cruises, and P&O Cruises Australia as a common carrier for hire of passengers from ports in the United States. Its address is 24305 Town Center Drive, Santa Clarita CA 91355.

6. CARNIVAL CORPORATION ("CARNIVAL CORPORATION") is the parent corporation of PRINCESS and CARNIVAL plc as well as other cruise lines which operate as common carriers for hire from ports in the United States. Its address is 3655 NW 87 Ave, Miami, FL 33317.

III. FACTUAL ALLEGATIONS

7. For five days in February, 2007 LISA ANNE CORNELL was a passenger aboard the Carnival Imagination. While on board she purchased two paintings from a vendor Global Fine Arts ("GFA"), which is a wholly owned subsidiary of CARNIVAL CORPORATION.

8. A dispute arose over these purchases and LISA ANNE CORNELL represented by her husband G. WARE CORNELL, JR. brought suit under the Florida Deceptive and Unfair Trade Practices Act against Global Fine Arts.

9. The case against Global Fine Arts was defended by outside counsel as well as by the General Counsel for PRINCESS and CARNIVAL plc Mona Ehrenreich. PRINCESS has no ownership interest in GFA. GFA , PRINCESS and CARNIVAL plc are subsidiaries of CARNIVAL CORPORATION.

10. During the pendency of the GFA case, LISA CORNELL spent forty seven days at sea aboard the Grand Princess, a cruise ship operated by PRINCESS. While on her last voyage, during March and April, 2010, LISA CORNELL and her mother each made \$100 deposits with PRINCESS towards passage on another cruise.

11. Ultimately, the GFA litigation was concluded in August 2010, when the GFA and LISA CORNELL entered into a confidential mediated settlement agreement. Although the agreement provided for confidentiality GFA filed copies of the agreement in public court dockets in Broward County, Florida.

12. A provision of the mediated agreement prohibited GFA from encouraging PRINCESS or other cruise lines from banning LISA CORNELL or WARE CORNELL from travel.

13. After settlement when LISA CORNELL attempted to book a cruise on PRINCESS for her and her mother, she found that she was unable to do so.

14. Further investigation revealed that Mona Ehrenreich had issued orders to ban both LISA CORNELL and WARE CORNELL from cruising on the ships operated by PRINCESS and CARNIVAL plc which includes Cunard and P&O.

15. LISA CORNELL through WARE CORNELL attempted to enforce provisions of the mediated settlement agreement which prohibited a ban on travel directed to her and WARE CORNELL from the time of the settlement.

16. PRINCESS was initially made part of the enforcement action and defended on the basis that was not a party to the litigation. PRINCESS was dismissed from the enforcement action by the court because it had not been a party to the underlying litigation between LISA CORNELL and GFA.

17. GFA defended on the basis that PRINCESS and Mona Ehrenreich had issued the ban prior to the settlement during the summer of 2010 and not subsequent to the execution of the Mediated Settlement Agreement.

18. WARE CORNELL on behalf of LISA CORNELL incurred in excess of \$30,000 in compensable attorneys fees time attempting to enforce the mediated agreement as it relates to the right to travel and further incurred in excess of \$3,000 in costs associated with this effort. Had PRINCESS simply honored the agreement its own lawyers had negotiated, the Complainants would not have incurred such losses.

19. CARNIVAL CORPORATION oversees its cruise lines and empowers the legal department to issue such bans.

20. LISA CORNELL is a naturalized American citizen, has never been convicted of any crime, or has ever been accused of making any threat or imposing any danger to the navigation of any vessel.

21. WARE CORNELL was admitted to the bar in 1975 and except for a year as a federal law clerk has been engaged in the practice of law continuously since that time. He is a native

born American citizen and like his wife LISA CORNELL has never been accused of making any threat or imposing any danger to the operation of any vessel.

22. Ms. Ehrenreich has given a sworn admission she issued this ban solely because of the suit filed against GFA, and not because of any misconduct towards PRINCESS or CARNIVAL plc. The ban is permanent in nature and precludes travel on any ships operated by PRINCESS and CARNIVAL plc.

23. Such a refusal to deal with the complainants by a common carrier for hire expressly violates 46 United States Code §41104 (10) which provides "A common carrier, either alone or in conjunction with any other person, directly or indirectly, may not...(10) unreasonably refuse to deal or negotiate..."

24. Neither LISA CORNELL nor WARE CORNELL have ever traveled on vessels operated by CARNIVAL plc or engaged in any kind of misconduct against that or any cruise line or cruise line operator.

25. LISA CORNELL and WARE CORNELL are not the only litigants PRINCESS and its general counsel Mona Ehrenreich have banned. Other parties were banned for suing PRINCESS.

26. Unlike those banned individuals LISA CORNELL did not bring an action against PRINCESS. Her action was brought against GFA which is owned by CARNIVAL CORPORATION and is not owned by PRINCESS or CARNIVAL plc.

27. WARE CORNELL's ban was issued in retaliation for his representation as an attorney in a court of law of his wife LISA CORNELL.

28. Like those banned individuals LISA CORNELL has done no more than seek the protection of the courts to resolve disputes.

29. PRINCESS has recently refunded the deposit it received for a future cruise, however it did so only after it was served with a copy of the original Verified Complaint. However, PRINCESS did not pay interest on the deposit nor did it pay the economic value of the shipboard credit of \$150.00. Additionally LISA CORNELL and WARE CORNELL have incurred damages between August, 2010 and January ,2013 in excess of \$33,000.00 in attempting to have PRINCESS and Ehrenreich reverse the policy of refusing to deal with them as passengers.

30. In connection with the settlement of the underlying GFA litigation with GFA, Princess's lawyers demanded that the Complainant LISA CORNELL make a payment directly to PRINCESS. When refused they then demanded payment to a certain cancer charity in the name of Mona Ehrenreich, the general counsel of PRINCESS, who was supposedly uninvolved with the settlement negotiations.

31. The \$1,000 payment to Broward Adopt-A-Stray was deemed an acceptable alternative to insure an uninterrupted right to deal with PRINCESS and other Carnival Corporation cruise lines.

32. However it now appears through discovery that in fact PRINCESS was demanding and receiving a discriminatory tariff in violation of 46 USC §41104 (4). Consequently LISA CORNELL has been damaged by the payment of a surcharge for travel.

33. Affidavits filed with the Commission show conclusively that CARNIVAL plc and PRINCESS took concerted action to refuse to deal with Complainants. Specifically Simon Waters, General Counsel of CARNIVAL plc swore in pertinent part:

“3. Princess Cruise Lines Ltd. of Santa Clarita, California acts as the sales agent in the United States responsible for handling reservations by U.S. residents on Cunard brand vessels and on P&O brand vessels operating in the Australian region only.

4. While I am informed and believe that Princess will not process a cruise reservation for Lisa Cornell through their offices, Carnival pic had no involvement whatsoever in Princess' decision to not accept bookings from Lisa Cornell.”

34. Mr. Waters declaration under penalty of perjury establishes concerted action in that upon becoming aware of a refusal to deal by an agent, CARNIVAL plc took no action to require its agent PRINCESS to act in conformity with the requirements of the law and most particularly the shipping Act of 1984. CARNIVAL plc thus ratified the unlawful actions of PRINCESS and its General Counsel Mona Ehrenreich.

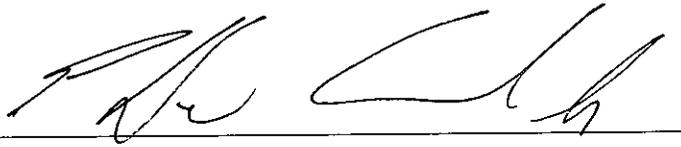
IV. RELIEF DEMANDED

LISA ANNE CORNELL and G. WARE CORNELL, JR. request that the Commission issue appropriate relief, including, but not limited to, entry of a final order enjoining the refusal to deal policy as to LISA CORNELL and WARE CORNELL, entry of final order determining and assessing reparations to the Complainants which is inclusive of attorneys fees as damages under the exception to the American Rule which is known as the “wrongful act doctrine” in Florida and the “tort of another doctrine” in California in attempting to secure the rights guaranteed to them under the Shipping Act of 1984, as set forth herein in an amount in excess of \$33,000.00 and an award of fees and costs of action to Complainants and an assessment of penalties against the Respondents.

V. LOCATION REQUEST FOR HEARING

Complainants respectfully request a hearing in Fort Lauderdale, Florida.

Respectfully submitted,



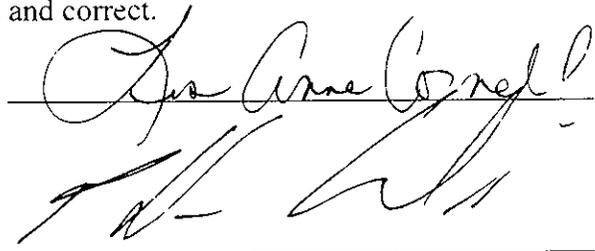
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DECLARATIONS OF UNDER PENALTY OF PERJURY

LISA ANNE CORNELL and G. WARE CORNELL, JR. each declare under penalty of perjury, pursuant to 28 United States Code §1746, as to the foregoing AMENDED VERIFIED COMPLAINT that the facts stated therein are true and correct.



Executed this 29th day of April 2013, within the State of Florida.