

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: \_\_\_\_\_ CIV - \_\_\_\_\_

STANISLAV EGONJIC,

Plaintiff,

v.

PRINCESS CRUISE LINES, LTD.,

Defendant.

\_\_\_\_\_ /

**DEFENDANTS' NOTICE OF REMOVAL OF CIVIL ACTION**  
**PURSUANT TO RULE 9 U.S.C. § 205 AND 28 U.S.C. §1441**

Defendant, Princess Cruise Lines, Ltd. ("Princess"), for the purpose of removing this action from the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, to the United States District Court of the Southern District of Florida, with full reservation of rights, exceptions and defenses, respectfully represents:

1. Plaintiff, Stanislav Egonjic ("Plaintiff"), alleges he was a crewmember aboard the *M/S Caribbean Princess* ("*Caribbean Princess*"). See Complaint and Demand for Trial by Jury at ¶¶ 9 and 10, attached hereto as Exhibit 1.)
2. Princess is a Bermuda corporation and the *Caribbean Princess* is a Bermuda flagged vessel. (See Employment Agreement, at pg. 2, attached hereto as Exhibit 2.)
3. Plaintiff executed an Employment Agreement with Princess that provided notice of an arbitration agreement. Pursuant to that agreement, Plaintiff agreed that he would arbitrate any disputes arising out of his employment in Bermuda, the nation in which Princess is

incorporated and the flag nation of the *Sun Princess* cruise ship. (*See* Employment Agreement, at pg. 12, Article 15, Ex. 2.)

4. Plaintiff agreed that he was bound by the terms and conditions set forth in a Collective Bargaining Agreement (“CBA”). (*See Id.*) Plaintiff expressly acknowledged that he read the CBA provisions. (*See Id.*) The page of the Employment Agreement executed by Plaintiff states:

Employee acknowledges his/her responsibility to read this Agreement, understand its contents, and adhere to all of its provisions. Employee understands and agrees that the Collective Bargaining Agreement (“CBA”) between the Company and Unions attached hereto is incorporated into and made part of this Agreement and is binding on Employee and Company.... Employee agrees that employment with the Company constitutes an international commercial relationship with one or more foreign parties and that any and all disputes of any kind or nature whatsoever between Employee and Company shall be resolved by binding arbitration in Bermuda and governed exclusively by the laws of Bermuda without regard to principles of conflicts of law, as set forth in Article 14 of the attached CBA.

Employee is not signing this Agreement under duress of any kind. Employee acknowledges that he/she has had the opportunity to examine the Agreement and CBA and seek any advice on it before signing. Employee affirms that he/she accepts and will abide by each and every provision of this Agreement, which includes all the terms set forth in the attached CBA including, but not limited to...Governing Law and Arbitration Provisions contained therein.

(*See* Executed page of Employment Agreement, attached hereto as Exhibits 2 and 3.)

5. By executing the Employment Agreement, Plaintiff agreed to the terms and conditions contained therein and in the attached CBA, including its arbitration provision. Plaintiff agreed he would arbitrate any disputes in Bermuda. (*See* Exhibit 2 and 3, collectively the “Employment Agreement.”)

6. Article 14 of the Employment Agreement is entitled “Governing Law, Arbitration, Venue and Resolution of All Claims, Controversies or Disputes” and states as follows:

IMPORTANT – THIS ARTICLE LIMITS EMPLOYEES AND COMPANY’S RIGHT TO PURSUE LITIGATION IN COURT AGAINST EACH OTHER AND AFFECTS IMPORTANT LEGAL RIGHTS. READ IT CAREFULLY. BY ACCEPTING EMPLOYMENT WITH COMPANY, EMPLOYEE UNDERSTANDS, AGREES TO AND ACCEPTS THE OBLIGATION TO ARBITRATE ANY DISPUTE AS FURTHER SET FORTH IN THIS ARTICLE 14. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL, AND WAIVE ANY RIGHT TO HAVE A COURT DETERMINE THE ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

As a rule, any grievances must be lodged onboard or directly with the Company. In the event that there is no satisfactory resolution of the Employee’s grievance, Employee can refer to the Unions for further support. In the event the grievance is still not resolved, it must be referred to arbitration to the exclusion of any other legal or court proceeding as set forth below. Access to this grievance process does not extend any applicable statute of limitations for initiation of an action.

Any and all Employee Claims of any kind or nature whatsoever shall be resolved exclusively pursuant to the terms specified in this section or any controlling government-mandated contract (including but not limited to POEA contracts, if any).

In the absence of another controlling government-mandated contract containing a dispute resolution provision or procedure, the parties intend and agree that every conceivable claim, demand, dispute, action, suit, petition or controversy of any kind or nature without any limitation whatsoever that Employee may bring or assert against Companies or that Companies may bring or assert against Employee, regardless of where, when or how the incident or matters giving rise to such dispute occurs, are international commercial disputes and **shall be referred to and resolved exclusively by binding arbitration in Bermuda** pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. Lexis 115, (“the Convention”), to the exclusion of any other fora, in accordance with the Arbitration Act 1986 of Bermuda (“Arbitration Act”). The Company and Employee hereby further agree that any and all disputes whatsoever shall be governed exclusively in all respects by the laws of Bermuda, without regard to principles of conflicts of law to the exclusion of any other law.

(See Employment Agreement, Ex. 2, Article 15) (**emphasis in original.**)

6. Plaintiff claims that on or about June 15, 2014, he injured his knee while pulling a heavy cart of wet passenger towels to the laundry aboard the *Sun Princess*. (See Complaint at ¶ 12, Ex. 1.)

7. On or about June 15, 2017, Plaintiff filed suit in the Circuit Court for the 11th Judicial Circuit in and for Miami-Dade County, Florida. The action was entitled *Stanislav Egonjic, v. Princess Cruise Lines, Ltd.*, local case number 2017-14456-CA-01. Plaintiff Complaint alleges Negligence against Princess (Count I), and Unseaworthiness against Princess (Count II).

8. Plaintiff's claims must be submitted to arbitration. Plaintiff "agree[d] that every conceivable claim, demand, dispute, action, suit, petition or controversy of any kind or nature without any limitation whatsoever that [he] may bring or assert against [Princess] ... regardless of where, when or how the incident or matters giving rise to such dispute occurs, are international commercial disputes and **shall be referred to and resolved exclusively by binding arbitration in Bermuda** ..." (See Employment Agreement, Ex. 2, Article 14) (**emphasis in original**.) The claims asserted against Princess clearly fall within the agreement to arbitrate made between the parties.

9. Pursuant to the terms and conditions of Plaintiff's Employment Agreement, the parties are mandated to submit the dispute to arbitration in Bermuda. Accordingly, both at the time the lawsuit was filed in State Court and at the time of the present removal, this dispute is subject to mandatory arbitration in Bermuda.

10. Plaintiff's Employment Agreement and the foreign arbitration are subject to the provisions of The Convention of the Recognition and Enforcement of Foreign Arbitral Awards (hereinafter the "Convention"), and therefore the Convention and its enabling legislation are controlling pursuant to 9 U.S.C. §201 *et seq.*

11. The United States has implemented the Convention, through the enactment of 9 U.S.C. §§ 201-208.

12. Accordingly, this Court has subject matter jurisdiction by virtue of 28 U.S.C. §1331, 28 U.S.C. §1333, and 9 U.S.C. §202 *et seq.*

13. This Court has removal jurisdiction pursuant to 9 U.S.C. §202 *et seq.* and, to the extent applicable, 28 U.S.C. §1441. *See* 9 U.S.C. § 205 (“Where the subject matter of an action ... pending in a State court relates to an arbitration agreement... under the Convention, the defendant... may... remove such action....”)); *see also* *Bautista v. Star Cruises*, 396 F.3d 1289, 1292-93 (11th Cir. 2005) (Affirming removal under the Convention and compelling arbitration); *Lindo v. NCL (Bahamas) Ltd.*, 652 F.3d 1257 (11th Cir. 2011) (same).

14. Princess’ Notice of Removal is timely and properly filed pursuant to 9 U.S.C. §202 – §205, which allows removal of such claims at any time before trial.

15. Upon filing of this Notice of Removal, Princess will promptly give written notice thereof to Plaintiff, through his attorneys of record, and the Clerk of the Circuit Court for the 11th Judicial Circuit in and for Miami-Dade County, Florida. (*See* copy of Notice to be filed with the State Court attached hereto as Exhibit 4.)

16. Pursuant to 28 U.S.C. §1446(a), a copy of all process, pleadings, and orders served on Princess are attached hereto as Composite Exhibit 5.

WHEREFORE, Defendant, Princess Cruise Lines, Ltd., respectfully moves that the Notice of Removal be accepted as good and sufficient as required by law, and that the aforesaid action, local case number 2017-14456-CA-01 (State Case No. 132017CA014456000001) on the docket of the Court for the 11th Judicial Circuit in and for Miami-Dade County, Florida, be removed from that court to the United State District Court for the Southern District of Florida, and that this Court assume full and complete jurisdiction thereof and issue all necessary orders and grant all general equitable relief to which Princess is entitled.

Dated: November 8, 2017  
Miami, Florida

Respectfully submitted,

**MALTZMAN & PARTNERS, P.A.**

By: /s/ T. Alexander Devine  
Jeffrey B. Maltzman, Esq.  
Florida Bar No. 48860  
jeffreym@maltzmanpartners.com  
Steve Holman, Esq.  
Florida Bar No. 547840  
steveh@maltzmanpartners.com  
Rafaela P. Castells, Esq.  
Florida Bar No. 98468  
rafaelac@maltzmanpartners.com  
T. Alexander Devine  
Florida Bar No. 10052  
55 Miracle Mile, Suite 300  
Coral Gables, FL 33134  
Phone: 305-779-5665  
Fax: 305-779-5664  
*Attorneys for Defendant Princess*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via Electronic Mail and First Class U.S. Mail to: Brianna I. Gutierrez, Esq., eService@GG-Lawyers.com and Brianna@GG-Lawyers.com, Gutierrez & Gutierrez, P.A. 770 South Dixie Highway, Suite 113, Coral Gables, Florida 33146, this 8th day of November, 2017.

By: /s/ T. Alexander Devine  
T. Alexander Devine, Esq.  
Florida Bar No. 10052  
alex@d@maltzmanpartners.com