

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 24-20955-CIV-LENARD/ELFENBEIN

DAWN CAMPBELL,

Plaintiff,

v.

SP CRUISES OPCO LTD et al,

Defendant.

ORDER

THIS CAUSE is before the Court on the Motion to Dismiss (“Motion”) (D.E. 81) filed by Defendant Gulliver Travel D.O.O. (“Gulliver”) on February 5, 2025. The Motion seeks the dismissal of the Second Amended Complaint (“SAC”) (D.E. 74) filed by Plaintiff Dawn Campbell (“Plaintiff”) alleging the Court lacks subject matter jurisdiction over this matter. Plaintiff filed a Response (“Response”) (D.E. 83) in opposition on February 19, 2025. Gulliver filed its Reply (“Reply”) (D.E. 84) in support of its Motion on February 26, 2025. The Court, having reviewed the SAC, the Motion, the Response, the Reply, the docket, and being otherwise fully informed, finds as follows.

I. Background

The basic facts giving rise to this case, as told by the SAC, are as follows. On April 17, 2023, Plaintiff was a fare-paying passenger on the cruise ship *Azamara Journey*. D.E. 74 at 8. While the *Azamara Journey* was docked in Dubrovnik, Croatia, one of the ship’s

scheduled ports of call, Plaintiff disembarked to participate in a shore excursion to Krka National Park. *Id.* at 2-9. Plaintiff was transported to Krka National Park by a bus arranged by Gulliver.¹ *Id.* at 9. After the bus arrived at Krka National Park, and the passengers debussed, the bus attempted to make a three-point turn and struck Plaintiff, which resulted in Plaintiff being thrown into a nearby ravine. *Id.* at 10. Plaintiff suffered serious injuries as a result. *Id.*

Plaintiff filed her SAC on January 27, 2025, alleging five counts against the “Excursion Entities,” though the only party to this case named in the SAC is Gulliver.² *See* D.E. 74. Gulliver is a travel agency based in Croatia. In her SAC, Plaintiff claims the Court may exercise diversity jurisdiction and admiralty jurisdiction over this case. *Id.* at 1-3.

On February 5, 2025, Gulliver filed its Motion, requesting the Court dismiss the SAC for lack of subject matter jurisdiction. D.E. 81. Gulliver alleges that the Court does not have diversity jurisdiction over this case, as both Gulliver and Plaintiff are aliens. *Id.* at 4-5. Gulliver moreover avers that the Court may not exercise admiralty jurisdiction, as the subject incident occurred on land. *Id.* at 5-6. Attached to the Motion is a sworn

¹ Gulliver subcontracted the passage of the bus to another party, which company then subcontracted the same duty to another company, which company in turn hired a subcontractor to drive the bus. D.E. 85 at 3. Gulliver’s potential liability for the actions of its subcontractors is currently a matter of contention. *See* D.E. 85; D.E. 87; D.E. 90. As a decision on the Motion presently at issue does not necessitate a resolution of Gulliver’s liability for the subject incident, the Court shall make no findings on the matter in this Order.

² Plaintiff filed her original Complaint (D.E. 1) on March 12, 2024, alleging five counts against SP Cruises OPCO Ltd (“Azamara”), and one count against Gulliver and the Excursion Entities. *See* D.E. 1. On Plaintiff’s motion, the Court allowed Plaintiff to file an amended complaint, and Plaintiff filed the First Amended Complaint (“FAC”) (D.E. 27) on May 14, 2024. *See* D.E. 27. On December 23, 2024, the Court entered an Order (D.E. 69) dismissing all counts against Azamara. *See* D.E. 69.

statement of Simon O’Sullivan (“O’Sullivan Statement”) (D.E. 81-1), a director of Gulliver. D.E. 81-1. The O’Sullivan Statement avows, *inter alia*, that Gulliver is a foreign entity, organized under the laws of Croatia, with its principal place of business in Croatia, that Gulliver does not do business in the United States, and that Gulliver does not own or operate any vessels. *Id.*

Plaintiff filed her Response on February 19, 2025, arguing that the Gulliver is an American company with its principal place of business in Florida, and that there is thus full diversity between the parties. D.E. 83 at 5-8. The Response cites several cases that stand for the proposition that under certain circumstances, district courts may exercise admiralty jurisdiction for incidents that occur on land. *Id.* at 8-14. Attached to the Response is an affidavit sworn to by Plaintiff (“Affidavit”) (D.E. 83-1), which primarily restates the allegations of the SAC.³ D.E. 83-1.

Gulliver filed its Reply on February 26, 2025, repeating its denial of American citizenship, and claiming that the cases relating to admiralty jurisdiction cited by Plaintiff do not apply in the present case. D.E. 85 at 1-5. Gulliver has also filed a Motion for

³ The Court takes particular note of one avowal of the Affidavit. Plaintiff alleges in the Affidavit that the incident that gave rise to this case occurred while the *Azamara Journey* was docked in Zadar, Croatia. D.E. 83-1. However, in the Complaint, FAC, and SAC, Plaintiff states that the incident took place while the *Azamara Journey* was at a stopover in Dubrovnik, Croatia. D.E. 1 at 3; D.E. 27 at 3; D.E. 74 at 2. The ticket contract attached to Azamara’s first motion to dismiss (D.E. 12-1) reflects that on April 17, 2023, the *Azamara Journey* was docked in Zadar. D.E. 12-1 at 3. As such, the Court proceeds under the assumption that the *Azamara Journey* was docked in Zadar on April 17, 2023.

Summary Judgment (D.E. 85) in this case, which is contested by Plaintiff and is currently pending. D.E. 85.

II. Applicable Law and Legal Standard

A party seeking federal jurisdiction “bears the burden of proving, by a preponderance of the evidence, facts supporting the existence of federal jurisdiction.” *McCormick v. Aderholt*, 293 F.3d 1254, 1257 (11th Cir. 2002). “A federal court must always determine whether it has jurisdiction to hear a case. *Great Lakes Reinsurance (UK) PLC v. Morales*, 760 F. Supp. 2d 1315, 1321 (S.D. Fla. 2010); *See also Univ. of S. Alabama v. Am. Tobacco Co.*, 168 F.3d 405, 410 (11th Cir. 1999) (“Indeed, it is well settled that a federal court is obligated to inquire into subject matter jurisdiction *sua sponte* whenever it may be lacking.”).

Under FRCP 12(b)(1), a party may challenge a Court’s subject matter jurisdiction to hear a case. Fed. R. Civ. P. 12(b)(1). There are two types of attacks on subject matter jurisdiction: “facial attacks,” which assert that the plaintiff failed to sufficiently allege a basis of subject matter jurisdiction; and “factual attacks,” which assert that the district court does not have jurisdiction to hear a case. *Lawrence v. Dunbar*, 919 F.2d 1525, 1528-1529 (11th Cir. 1990). “These two forms of attack differ substantially. On a facial attack, a plaintiff is afforded safeguards similar to those provided in opposing a Rule 12(b)(6) motion—the court must consider the allegations of the complaint to be true.” *Id.* at 1529. However, in a factual attack on a court’s jurisdiction, “there is substantial authority that the trial court is free to weigh the evidence and satisfy itself as to the existence of its power to

hear the case. In short, no presumptive truthfulness attaches to plaintiff's allegations, and the existence of disputed material facts will not preclude the trial court from evaluating for itself the merits of jurisdictional claims.” *Williamson v. Tucker*, 645 F.2d 404, 413 (5th Cir. 1981). In the present case, Gulliver has lodged a factual attack on the Court’s jurisdiction to hear this matter.

Alienage diversity jurisdiction exists in civil cases where the matter in controversy exceeds \$75,000 and is between a citizen of a state and an alien. 28 U.S.C. § 1332(a)(2). “Alienage diversity, like general diversity under 28 U.S.C. § 1332(a)(1), must be complete; an alien on both sides of a dispute will defeat jurisdiction.” *Caron v. NCL (Bahamas), Ltd.*, 910 F.3d 1359, 1364 (11th Cir. 2018). In *Caron*, the Eleventh Circuit found that a dual-citizen corporation, which is incorporated under the laws of a foreign state but has its principal place of business in a state within the United States, is an alien for the purposes of § 1332(a)(2). *Id.*

28 U.S.C. § 1333 grants district courts original jurisdiction over civil cases of admiralty or maritime law. 28 U.S.C. § 1333(1). The Supreme Court has held “a party seeking to invoke [admiralty] jurisdiction over a tort claim must satisfy conditions of both location and connection with maritime activity.” *Jerome B. Grubart, Inc. v. Great Lakes Dredge & Dock Co.*, 513 U.S. 527 (1995). “To satisfy the location test, the tort must have occurred on navigable water or the injury suffered on land must have been caused by a vessel on navigable water.” *Broughton v. Fla. Int’l Underwriters, Inc.*, 139 F.3d 861, 865 (11th Cir. 1998). The connection test must be satisfied through consideration of two issues:

(1) whether the incident has a potentially disruptive impact on maritime commerce; and
 (2) whether the general character of the activity giving rise to the incident shows a substantial relationship to traditional maritime activity. *Id.* (quoting *Grubart*, 513 U.S. 527)

With specific regard to the location test, the Supreme Court has held that “the shore is now an artificial place to draw a line.” *Norfolk S. Ry. Co. v. Kirby*, 543 U.S. 14, 15 (2004). As such, courts in this Circuit have held that the location test may still be satisfied where the incident occurred on land and was not caused by a vessel on navigable water. See *Doe v. Celebrity Cruises, Inc.*, 394 F.3d 891 (11th Cir. 2004); *Skeen v. Carnival Corp.*, No. 08-22618-CIV, 2009 WL 1117432 (S.D. Fla. Apr. 24, 2009) (Cooke, J.); *Balaschak v. Royal Caribbean Cruises, Ltd.*, No. 09-21196-CIV, 2009 WL 8659594 (S.D. Fla. Sept. 14, 2009) (Altonaga, J.).

III. Analysis

a. Diversity Jurisdiction

First, the Court considers whether it has diversity jurisdiction in the present case. As Plaintiff is undisputedly a citizen of Canada and does not reside in the United States, the Court considers whether the requirements of alienage diversity jurisdiction are met. Alienage jurisdiction exists in a civil action where the amount in controversy exceeds \$75,000 and is between a citizen of the state in the U.S. and a citizen or subject of a foreign state.⁴ 28 U.S.C. § 1332(a)(2). As the Eleventh Circuit stated in *Caron*, alienage diversity

⁴ Plaintiff claims, and Gulliver does not dispute, that the amount in controversy in this case is greater than \$75,000. D.E. 74 at 2.

jurisdiction must be complete, meaning that an alien on both sides of the suit destroys alienage jurisdiction. *Caron*, 910 F.3d at 1364. Further, a dual-citizen corporation is considered an alien even if it has its principal place of business within a state in the U.S. *Id.*

In the O’Sullivan Statement, one of Gulliver’s directors swears that Gulliver is a Croatian entity, was organized in Croatia, and has its principal place of business in Croatia. D.E. 81-1. If this is true, alien jurisdiction would be destroyed as both parties to this case would be aliens.

Plaintiff, however, contests the Motion and the O’Sullivan Statement and alleges that Gulliver is in fact Intercruises Shoreside & Port Services, Inc., a Delaware corporation (“Intercruises US”) with its principal place of business in Florida. D.E. 83 at 6. To support her contention, Plaintiff points to the fact that Gulliver does business as Intercruises Shoreside & Port Services (“Intercruises”) and claims that Gulliver’s own website confirms that Gulliver and Intercruises are one and the same. *Id.* Further, Plaintiff claims that Intercruises and Intercruises US are likewise the same entity. *Id.* Finally, Plaintiff claims that Gulliver, in its answers to the Complaint and FAC, admitted to being Intercruises US. *Id.* at 7.

The Court first considers the avowals of the O’Sullivan Statement. The O’Sullivan Statement confirms that Gulliver does business as Intercruises. D.E. 81-1. However, the same document swears that Gulliver and Intercruises US are separate legal entities. *Id.* Further, the O’Sullivan Statement avers that Gulliver is an entity organized under the laws

of Croatia, with its principal place of business in Croatia. *Id.* The Court notes that this claim is substantiated by Gulliver’s website, which states that its headquarters are in Dubrovnik and that it has just two branch offices, in Split and Poreč. tools.gulliver.hr/terms-conditions.html.

For evidence to establish the existence of alienage jurisdiction, the Court looks to whether Plaintiff has shown that Gulliver and Intercruises are the same entity. Upon the Court’s review, Gulliver’s website states that Gulliver is a “part of” Intercruises. www.gulliver.hr/about-us-p47. However, Plaintiff has not provided sufficient evidence meet her burden to impart liability from one entity to the other. Assuming, *arguendo*, that Gulliver and Intercruises are the same entity, Plaintiff has further failed to provide evidence to demonstrate that Intercruises and Intercruises US are the same entity.

Thus, the Court’s conclusion is based on the lack of evidence to suggest that Gulliver, Intercruises, and Intercruises US together constitute a single legal entity, and Plaintiff’s failure to show that the Court may exercise alienage jurisdiction through Intercruises US.⁵ As previously stated, a party alleging the existence of subject matter

⁵ The Court considers Plaintiff’s allegation that Gulliver admitted to being Intercruises US in its answers to the Complaint and FAC. Gulliver in its Answer (D.E. 10) to the Complaint and Answer (D.E. 37) to the FAC, admits that it does business “under the assumed name of INTERCRUISES SHORESIDE AND PORT SERVICES, a/k/a INTERCRUISES SHORESIDE & PORT SERVICES, INC., a Delaware Corporation[.]” D.E. 10 at 1; D.E. 37 at 1. However, further into both answers, Gulliver denies that “GULLIVER TRAVEL D.O.O., is a foreign entity registered in the Republic of Croatia and doing business in Dubrovnik, Croatia through INTERCRUISES SHORESIDE & PORT SERVICES, INC.” and further denies that “INTERCRUISES SHORESIDE & PORT SERVICES, INC. is a Delaware Corporation with offices in Miami, Florida, and owns INTERCRUISES SHORESIDE AND PORT SERVICES[.]” D.E. 10 at 3; D.E. 37 at 3. This contradiction gives the Court pause. However, in the face of Gulliver’s otherwise consistent denials, the sworn statements in the O’Sullivan Statement, and the information on

jurisdiction bears the burden of establishing, by a preponderance of the evidence, that such jurisdiction exists. *McCormick*, 293 F.3d at 1257. Because Plaintiff has not met her burden, the Court does not find that Gulliver is a Florida citizen or that alienage diversity jurisdiction exists.

b. Admiralty Jurisdiction

1. Connection

The Court now turns to the issue of admiralty jurisdiction and first considers the connection prong. Plaintiff posits that the shore excursion was an essential part of the cruise experience and thus the general character of the activity shows a substantial relationship to traditional maritime activity. D.E. 83 at 12. Plaintiff further states that the sale, promotion, and operation of a shore excursion is directly linked to maritime commerce. *Id.* at 13. To satisfy the connection prong, the incident must have a potentially disruptive impact on maritime commerce and the general character of the activity giving rise to the incident shows a substantial relationship to maritime activity. *Grubart*, 513 U.S. 527.

In *Doe*, the Eleventh Circuit considered whether the tortious conduct of a cruise ship crew member against a passenger while ashore in a port of call bore a substantial relationship to traditional maritime activity and whether the tort could impact maritime commerce. *Doe*, 394 F.3d at 900-902. The court found that as the defendant in that case was a cruise line, the sexual assault of a passenger by a crew member could obviously

Gulliver's website, the Court does not find that these inconsistencies are sufficient to satisfy the Court of the existence of alienage jurisdiction in this case.

affect maritime commerce. *Id.* at 900. In finding that there was a substantial relationship to maritime activity, the court emphasized that the interactions between the passenger and her assailant began while on the cruise ship, and that the tort occurred shortly after departing the cruise ship while returning from a location that was frequented by both crew members and passengers. *Id.* further, after the incident, the passenger returned to the ship, reported the sexual assault, and was examined by medical staff on the ship. *Id.* The Eleventh, in concluding that the exercise of admiralty jurisdiction was appropriate, stated that there was “no reason that cruise lines' liability to their passengers while at a regularly-scheduled port-of-call and in a crew member's company should vary from port to port, especially given the potentially disruptive impact on maritime commerce.” *Id.* at 902.

In the present case, Plaintiff cites the above passage of *Doe* in support of her argument that Plaintiff was “no less a cruise passenger the moment she stepped off the ship at the port-of-call than she was the moment before she stepped off the ship.” D.E. 83 at 13. However, the facts in *Doe* are not analogous to the present case. In finding that the “substantial relationship” prong of the connection test was satisfied, the Eleventh Circuit noted that the tort suffered by *Doe* effectively began and ended on the cruise ship. *Doe*, 394 F.3d at 900. The crew member who raped *Doe* had served her while aboard the cruise ship, had directed her to the nightclub, was waiting for her when she arrived, and walked back to the cruise ship with her, during which time he raped her. *Id.* In the present case, the only aspect of the incident which took place while Plaintiff was aboard the Azamara

Journey is her purchase of the shore excursion ticket. D.E. 83-1. Aside from this fact, the incident was confined to the parking lot of Krka National Park.

Further, Plaintiff's argument overlooks the different roles served by the cruise line in *Doe* and Gulliver in the present case. Unlike the cruise line in *Doe*, Gulliver's potential liability to Plaintiff is not an outgrowth of a duty owed to Plaintiff while she was a passenger on the *Azamara Journey*.

Indeed, in dismissing the counts brought against Azamara in the FAC, the Court did not find that it lacked admiralty jurisdiction over the case against Azamara.⁶ See D.E. 69. After all, Azamara is a cruise line, operating cruise ships that carry passengers between ports. Gulliver, by contrast, is a land-based company that facilitates the carriage of passengers by bus from one destination on land to another. After being transported to one such destination, Plaintiff was struck by the bus that had carried her. As Gulliver does not participate in maritime commerce and the subject incident does not involve a vessel, the general character of activity which gave rise to her injury is too far removed from traditional maritime activity and the link to maritime commerce is only indirect.⁷ For these reasons, the Court does not find that the connection prong is satisfied.

⁶ The Court instead dismissed the Counts against Azamara upon a determination that Plaintiff had agreed to a valid shore excursion waiver. D.E. 69 at 15.

⁷ Plaintiff also cites the cases of *Skeen* and *Balaschak*, in which courts held that the connection prong was satisfied where a cruise ship passenger was injured while on a shore excursion. *Skeen*, No. 08-22618-CIV, 2009 WL 1117432; *Balaschak*, No. 09-21196-CIV, 2009 WL 8659594. In each of those cases, as in *Doe*, the defendant was a cruise line, and the court's rationale depended on the relationship between the cruise line and the passenger, and the duty owed by cruise lines to their passengers. See *Skeen*, No. 08-22618-CIV, 2009 WL 1117432 at *3 ("Cruise lines often engage in onshore excursions and the type of accident suffered by Plaintiff has the potential to

2. Location

The Court also considers the location prong. Plaintiff argues that since the incident occurred while on a shore excursion, the location test is satisfied despite its occurrence on land. D.E. 83 at 9. In support of this proposition, Plaintiff cites several cases in which courts in this Circuit found that admiralty jurisdiction extended to cover torts against cruise ship passengers while the cruise ship was docked at a port of call. *Doe*, 394 F.3d 891; *Skeen*, No. 08-22618-CIV, 2009 WL 1117432; *Balaschak*, No. 09-21196-CIV, 2009 WL 8659594.

In *Doe*, the Eleventh Circuit found that the district court held admiralty jurisdiction over a case in which a cruise ship passenger was raped by a cruise ship employee while both were walking back from a nightclub at a port of call. *Doe*, 394 F.3d at 899. In finding that the location prong was satisfied, the court noted that “there was little practical difference between the port-of-call and other parts of the ship—they were, at all times, equally accessible to passengers.” *Id.* at 901. The court in *Doe* also acknowledged that ports of call “serve as an integral part of the maritime cruise.” *Id.* The Eleventh further found that “a ruling that admiralty jurisdiction did not extend literally beyond the gangplank in this case would upset the very uniformity that the Supreme Court has determined is so important for maritime activity.” *Id.* at 902. Thus, the location prong was satisfied. *Id.*

impact the cruise line industry.”); *Balaschak*, No. 09-21196-CIV, 2009 WL 8659594 at *4 (“The general character of the activity giving rise to the incident here is, among other things, Celebrity’s alleged negligence in selecting and promoting the ‘Caribbean Cooking Adventure’ excursion and its failure to warn its passengers of the risks thereof. Cruise lines owe their passengers a duty of reasonable care under the circumstances of each case.”).

While *Doe* might facially appear similar to the present case, in that both cases arose out of tort that was suffered by a cruise ship passenger after the passenger had disembarked at a port of call, the Court finds that the Eleventh Circuit’s reasoning in *Doe* would not support a finding that the location prong has been satisfied in this case. In particular, the Court considers the emphasis placed on the physical proximity between the docked cruise ship and the nightclub. The *Doe* court noted that the nightclub was a five-to-ten-minute walk from the cruise ship and that the cruise ship was clearly visible from the nightclub and during the entire walk between the ship and the nightclub. *Doe*, 394 F.3d at 897 to 898. The Eleventh Circuit acknowledged that *Doe* represented the “outer boundaries of admiralty jurisdiction over torts[.]” *Id.* at 901. That admiralty jurisdiction existed in *Doe* was owed in large part to the fact that the tort occurred at a port of call. *Id.*

In the present case, the tort occurred at Krka National Park while Plaintiff partook in a shore excursion. D.E. 74 at 9. At the time of the incident, the *Azamara Journey* was docked at a port of call in Zadar, approximately 46 miles from Krka National Park. D.E. 12-1 at 3. A 46-mile bus trip to Krka National Park would place the site of the tort well beyond the “outer boundaries of admiralty jurisdiction.”

Plaintiff also suggests that in *Skeen*, the district court “addressed this very same issue and found that admiralty jurisdiction existed in the case. D.E. 83 at 9. However, *Skeen* is likewise not analogous to the present case. The *Skeen* court found that it had admiralty jurisdiction where a cruise ship passenger was injured while on a shore excursion. *Skeen*, No. 08-22618-CIV, 2009 WL 1117432 at *2. However, the court noted that the “accident

presumably occurred at Progreso, Mexico, where the vessel *Holiday* was docked, when Plaintiff was on land participating in the cruise excursion tour.” *Id.* Unlike in the present case, the *Skeen* court presumed that the subject incident occurred within the port of call. *Id.* The conclusion reached by the district court in *Skeen* is thus consistent with the Eleventh Circuit’s reasoning in *Doe*. In the present case, the subject incident occurred 46 miles outside of the port of call.⁸ D.E. 83-1.

The reasoning of the Eleventh Circuit in *Doe*, as in the subsequent case of *Skeen*, represents a modest expansion of the traditional requirements of the location prong as set forth in *Grubart*. In *Doe* and *Skeen*, the torts that gave rise to those cases occurred within the port of call. In the present case, by claiming the location prong is satisfied, Plaintiff effectively asks the Court to greatly expand the “outer boundaries” of admiralty jurisdiction.

Notably, nowhere does Plaintiff propose where the outer boundaries of admiralty jurisdiction would or should lie. Plaintiff argues that since the tort occurred while she was on a shore excursion after disembarking at a port of call, the location prong is met, and admiralty jurisdiction exists. D.E. 83 at 9. If the Court were to find that it has admiralty

⁸ Plaintiff also cites *Balaschak*, in which a district court found that it had admiralty jurisdiction where a cruise ship passenger was injured while on a shore excursion at a port of call in Dominica. *Balaschak*, No. 09-21196-CIV, 2009 WL 8659594 at *1. The passenger in that case was injured in a car crash while traveling between the docked cruise ship and the site of a shore excursion. *Id.* at *3. While unaware precisely where on the island of Dominica the cruise ship was docked or where shore excursion in *Balaschak* took place, the Court notes that the island of Dominica is 29 miles long and has a maximum breadth of 16 miles. www.britannica.com/place/Dominica. In the present case, Plaintiff was injured after traveling a distance one and a half times greater than the length of the island of Dominica. As such the Court is not convinced that *Balaschak* provides an analogous example to the facts of the present case, at least for the purpose of satisfying the location prong.

jurisdiction in this case, the Court would essentially endorse a more expansive view of admiralty jurisdiction than precedent allows.⁹ For these reasons, the Court cannot conclude that the location prong is met where the subject incident giving rise to the case occurred well without the port of call. As neither the connection nor location prong is satisfied, the Court finds that it does not have admiralty jurisdiction over this case.

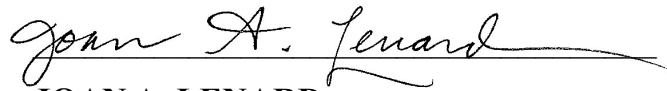
IV. Conclusion

For the reasons stated above, it is

ORDERED AND ADJUDGED that the Motion to Dismiss is **GRANTED**. Counts I-V are **DISMISSED** without prejudice to the extent that they are brought under diversity jurisdiction. Counts I-V are **DISMISSED** with prejudice to the extent that they are brought under admiralty jurisdiction. All other pending motions are **DENIED** without prejudice. The trial scheduled for June 1, 2025, and all related scheduled hearings, are **CANCELLED**. Plaintiff shall have **60 days** in which to conduct jurisdictional discovery and file a Third Amended Complaint consistent with this Order.

⁹ The Court also considers cases in which courts in this District declined to further extend the outer boundaries of the location test where the incident occurred entirely on land. *See Goodwin v. Rios Tropicales, S.A.*, No. 04-22707-CIV, 2006 WL 8426843 (S.D. Fla. Feb. 28, 2006) (Jordan, J.); *Thompson v. Carnival Corp.*, No. 20-22217-CIV, 2021 WL 7542954 (S.D. Fla. Sept. 17, 2021) (Torres, M.J.); *Bowen v. Shore Excursions Grp., LLC*, No. 23-60585-CIV, 2023 WL 11994332 (S.D. Fla. Oct. 12, 2023) (Dimitrouleas, J.). In *Goodwin*, a district judge found that the location prong was not satisfied where the subject incident occurred during a shore excursion at a river a short distance by bus from the cruise ship. *Goodwin*, No. 04-22707-CIV, 2006 WL 8426843 at *6. In *Thompson*, the court stated that an injury suffered while riding an ATV during a shore excursion rendered the case “far less attenuated than *Doe* and outside the boundaries that the Eleventh Circuit has ever allowed for admiralty jurisdiction.” *Thompson*, No. 20-22217-CIV, 2021 WL 7542954 at *4. In *Bowen*, the court found that the location prong was not met in a zipline-related incident that occurred during a shore excursion. *Bowen*, No. 23-60585-CIV, 2023 WL 11994332 at *3.

DONE AND ORDERED in Chambers at Miami, Florida this 23rd day of May,
2025.

A handwritten signature in cursive script, reading "Joan A. Lenard", written in black ink. The signature is fluid and extends to the right with a long, sweeping underline.

JOAN A. LENARD

UNITED STATES DISTRICT JUDGE