

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No. 2:24-cv-01987 MWC (SSCx) Date: May 23, 2025

Title Theresa M. Meyer v. Princess Cruise Lines, Ltd. et al.

---

---

Present: The Honorable: Michelle Williams Court, United States District Judge

T. Jackson  
Deputy Clerk

No Reporter  
Court Reporter / Recorder

Attorneys Present for Plaintiffs:  
N/A

Attorneys Present for Defendants:  
N/A

**Proceedings: (IN CHAMBERS) Order DENYING Defendant’s motion for summary judgment (Dkt. 88)**

Before the Court is a motion for summary judgment filed by Defendant Princess Cruise Lines, LTD (“Princess”). Dkt. # 88 (“*Mot.*”). Plaintiff Theresa M. Meyer (“Meyer”) opposed, Dkt. # 93 (“*Opp.*”), and Princess replied, Dkt. # 95 (“*Reply*”). The Court finds the matter appropriate for decision without oral argument. *See* Fed. R. Civ. P. 78; L.R. 7-15. Having considered the moving, opposing, and reply papers, the Court **DENIES** Princess’ motion for summary judgment.

I. Background

In this maritime action, Meyer seeks compensatory damages from Princess for a personal injury accident. Dkt. # 55, ¶¶ 1, 10.

Defendant Princess operates *Crown Princess*, which is a foreign flag passenger cruise vessel used by Princess to transport fare-paying passengers on navigable waters (the “Vessel”). Dkt. # 95-2, 2:9–12:19 (“*UMF*”), ¶ 1. Meyer’s husband arranged for himself and Meyer to travel on a 10-day Alaskan cruise aboard the Vessel. *Id.* ¶ 2. The cruise was scheduled to depart from Vancouver, British Columbia, Canada on June 13, 2021. *Id.* ¶¶ 1–2.

The reservation ticket for the cruise contained a Passage Contract, which Meyer acknowledges was between Meyer and Princess (though Meyer states she never reviewed the Passage Contract). *Id.* ¶ 3; Dkt. # 95-2, 13:1–27:8 (“*AMF*”), ¶¶ 3–4; *see generally* Dkt. # 88-6 (“*Passage Contract*”). The Passage Contract stated that pre-cruise

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No. 2:24-cv-01987 MWC (SSCx)

Date: May 23, 2025

Title Theresa M. Meyer v. Princess Cruise Lines, Ltd. et al.

transportation would be “provided, owned and/or operated by independent contractors whose employees, facilities, conveyances, products and services are not subject to [Princess’s] supervision and control.” *UMF* ¶ 3. The Passage Contract further stated that in selling tickets in connection with the pre-cruise transportation, Princess “does so as a convenience to Guests and shall be entitled to impose a charge and earn a profit from the sale of such . . . transportation, but does not undertake to supervise or control such independent contractors or their employees, conveyances, or facilities.” *Id.* Moreover, the Passage Contract notes that Princess “accepts no liability” for the transportation and “makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspect of any such contractors, transportation[.]” *Id.*

In addition to Princess and Meyer, there is another entity at issue: 9277-8091 Quebec, Inc (“DNA Canada”). *Id.* ¶ 4. Meyer originally named DNA Canada as a defendant in this lawsuit, but the Court dismissed DNA Canada from the case on January 28, 2025, for lack of personal jurisdiction. Dkt. # 79. DNA Canada is a Canadian corporation located in Quebec, Canada, which provides pre-cruise shoreside ground handling services in Canada, including assisting guests at piers. *UMF* ¶ 4. DNA Canada contracted with Princess (as well as other cruise lines) to provide guest assistance in Vancouver. *Id.* ¶ 5. Princess has a Ground Handler Services Agreement (“Ground Handler Agreement”) with DNA Canada to provide guest assistance in Vancouver. *AMF* ¶ 31; Dkt. # 93-8 (“*GHS*”).

Meyer’s injury occurred on June 13, 2023, while Meyer was in the security area at the Port of Vancouver. *UMF* ¶ 9. At the time, the Vessel was moored at the port, as Meyers’ cruise was set to depart that day. *Id.* ¶ 1–2. Upon arriving at the port, Meyer states that “a team of people from Princess” met Meyer and her husband to assist them. Dkt. # 93-14 (“*Meyer Dep.*”), 43:2–17. Meyer states that after her husband requested a wheelchair for her, a “little guy came back with the chair, and it was a kid’s wheelchair, real small.” *Id.* 43:18–21. The man’s name was “Larry.” *UMF* ¶ 9. According to Meyer’s deposition, Larry was wearing a vest with a Princess Cruise Lines’ logo, and the wall behind Larry’s desk had a Princess Cruise sign. *AMF* ¶ 12. Meyer told Larry that she would not fit into the child-sized wheelchair and asked for an adult wheelchair. *Id.* 43:18–25. Larry retrieved an adult-sized wheelchair and proceeded to push Meyer through the Vancouver terminal. *UMF* ¶¶ 8–9. As they reached an elevator, Larry tried to push the wheelchair forward over “a big bump” and almost “threw [Meyer] out of the chair.” *Meyer Dep.*, 51:20–22. Meyer’s husband told Larry to turn the wheelchair

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No. 2:24-cv-01987 MWC (SSCx)

Date: May 23, 2025

Title Theresa M. Meyer v. Princess Cruise Lines, Ltd. et al.

around “and go in backwards,” which Larry did. *Id.* 51:23–52:2. Larry and Meyer then reached the security/customs area of the terminal, at which time Meyer needed to stand to walk through a security checkpoint. *UMF* ¶¶ 9; *Meyer Dep.* 52:3–53:12. Meyer alleges that Larry did not properly lock the wheelchair, so when Meyer attempted to stand, she fell and injured herself. *UMF* ¶¶ 9, 24; *Meyer Dep.* 53:13–57:25.

Both parties agree there was no issue as to the functioning of the wheelchair. *UMF* ¶¶ 9, 11. However, there are disputes surrounding Larry, especially regarding his connection to Princess. Princess provides declarations that Larry was an employee of DNA Canada at the time of the wheelchair incident. *See* Dkt. # 88-8, 12:5–16; Dkt. # 88-9, 33:9–13. During her deposition, Meyer stated that Larry never told her that he was a Princess employee. *See Meyer Dep.* 44:7–10. However, Meyer’s husband states that Larry mentioned having worked for Princess for “about a year and a half to two years” during a conversation with him. *See* Dkt. # 93-15, 8:11–16. The Meyers provide numerous other indicators that led them to believe Larry worked for Princess, as detailed in Section IV(B) below. *See, e.g., Meyer Dep.* 44:7–15 (stating Larry was wearing clothing with the Princess logo).

On March 12, 2024, Meyer filed this lawsuit against Princess and DNA Canada for one cause of action: general maritime negligence. Dkt. # 1. DNA Canada filed a motion to dismiss for lack of personal jurisdiction. Dkt. # 66. The Court granted DNA Canada’s motion on January 28, 2025, dismissing DNA Canada from the lawsuit. Dkt. # 79. On April 11, 2025, Princess filed this motion for summary judgment. *Mot.*

II. Legal Standard

“A party may move for summary judgment, identifying each claim or defense—or the part of each claim or defense—on which summary judgment is sought. The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a).

A party seeking summary judgment bears the initial burden of informing the court of the basis for its motion and identifying those portions of the pleadings and discovery responses that demonstrate the absence of a genuine issue of material fact. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). If the nonmoving party will have the burden

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No. 2:24-cv-01987 MWC (SSCx)

Date: May 23, 2025

Title Theresa M. Meyer v. Princess Cruise Lines, Ltd. et al.

of proof at trial, the movant can prevail by pointing out that there is an absence of evidence to support the nonmoving party's case. *See id.* If the moving party meets its initial burden, the nonmoving party must set forth, by affidavit or as otherwise provided in Federal Rule of Civil Procedure 56, "specific facts showing that there is a genuine issue for trial." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

In judging evidence at the summary judgment stage, the court does not make credibility determinations or weigh conflicting evidence. Rather, it draws all reasonable inferences in the light most favorable to the nonmoving party. *See T.W. Elec. Serv., Inc. v. Pac. Elec. Contractors Ass'n*, 809 F.2d 626, 630–31 (9th Cir. 1987). The evidence presented by the parties must be capable of being presented at trial in a form that would be admissible in evidence. *See Fed. R. Civ. P. 56(c)(2)*. Conclusory, speculative testimony in affidavits and moving papers is insufficient to raise genuine issues of fact and defeat summary judgment. *See Thornhill Publ'g Co. v. Gen. Tel. & Elecs. Corp.*, 594 F.2d 730, 738 (9th Cir. 1979).

III. Evidentiary Objections

As a preliminary matter, the parties assert evidentiary objections. *See generally UMF; AMF*. To the extent the Court relies on objected-to evidence, it relies only on admissible evidence and, therefore, the objections are overruled. *See Godinez v. Alta-Dena Certified Dairy LLC*, No. CV 15-01652 RSWL (SSx), 2016 WL 6915509, at \*3 (C.D. Cal. Jan. 29, 2016).

IV. Discussion

A. Choice of Law

Princess argues that "Plaintiff does not explain how U.S. federal maritime law applies to her shoreside claim." *Mot.* 11:24–28. Meyer responds by pointing to language on the first page of the Passage Contract, stating: "You acknowledge and agree that, except as otherwise expressly provided herein, the resolution of any and all disputes between [Princess] and any Guest shall be governed exclusively and in every respect by the general maritime law of the United States without regard to its choice of law principles . . . ." *Passage Contract* 1. Princess proffers no contradicting analysis or argument on reply. *See generally Reply*. Indeed, Princess has previously agreed (in a

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No. 2:24-cv-01987 MWC (SSCx)

Date: May 23, 2025

Title Theresa M. Meyer v. Princess Cruise Lines, Ltd. et al.

separate case) that substantive maritime law applies to its Passage Contract. *See Espinoza v. Princess Cruise Lines, Ltd.*, 581 F. Supp. 3d 1201, 1220 (C.D. Cal. 2022) (“Princess and Plaintiff agree substantive maritime law applies to Plaintiff’s tort claims against Princess.”).

Notably, “the first determinant of choice of law is, in contract cases, the law specified by the parties.” THOMAS J. SCHOENBAUM, ADMIRALTY & MARITIME LAW § 5:19 (6th ed.). “The Supreme Court has consistently enforced . . . choice of law clauses in admiralty . . . [I]t is well established in admiralty that choice of law clauses . . . in contracts will normally be enforced.” *Id.* (citations omitted). Moreover, the Court finds “no appreciable difference between general maritime and California agency law . . . indeed, the court properly looks to California law to supplement maritime law as appropriate.” *See Espinoza*, 581 F. Supp. 3d at 1220–21, n.10 (“The application of admiralty or maritime law, however, ‘does not result in automatic displacement of state law.’ Indeed, a ‘fundamental feature’ of maritime law is that ‘federal admiralty courts sometimes do apply state law,’ . . . and state law may be used to supplement federal maritime law so long as state law is ‘compatible with substantive maritime policies.’” (quoting *Jerome B. Grubart, Inc. v. Great Lakes Dredge & Dock Co.*, 513 U.S. 527, 546 (1995) and *Yamaha Motor Corp., U.S.A. v. Calhoun*, 516 U.S. 199, 207 (1996))).

Given Princess’s lack of argument to the contrary and the Passage Contract’s choice of law clause, the Court applies general maritime law for the purpose of resolving this motion for summary judgment.

B. Agency

Princess argues it has no duty (and therefore could not have breached any duty) for shoreside acts of an independent contractor. *Mot.* 13:4–15:5. Meyer disputes that Larry was an independent contractor and argues that at the least, there are disputes of fact defeating Princess’ summary judgment motion. *Opp.* 13:20–16:17.

“To recover for negligence under maritime law, a plaintiff must establish: (1) duty; (2) breach; (3) causation; and (4) damages.” *Espinoza*, 581 F. Supp. 3d at 1221 (citations omitted). “Under maritime law, a plaintiff is owed a duty of reasonable care under the circumstances.” *Id.* (citations omitted). “General maritime law recognizes

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No. 2:24-cv-01987 MWC (SSCx)

Date: May 23, 2025

Title Theresa M. Meyer v. Princess Cruise Lines, Ltd. et al.

typical respondeat superior principles, under which a principal may be held to be directly or vicariously liable for the negligence of its agent.” *Id.* (citations omitted).

An agent may be “actual” or “apparent.” *Id.* On the one hand, “[a]n actual ‘agent is anyone who undertakes to transact some business, or manage some affair, for another, by authority of and on account of the latter, and to render an account of such transactions.’” *Id.* (citation omitted). “The chief characteristic of the agency is that of representation, the authority to act for and in the place of the principal for the purpose of bringing him or her into legal relations with third parties.” *Id.* (citation omitted). “The significant test of an agency relationship is the principal’s right to control the activities of the agent.” *Id.* (citation omitted). “It is not essential that the right of control be exercised or that there be actual supervision of the work of the agent; the existence of the right establishes the relationship.” *Id.* (citation omitted).

On the other hand, apparent agency exists when “the principal intentionally, or by want of ordinary care, causes a third person to believe another to be his agent who is not really employed by him.” *Id.* (citations omitted). “Apparent agency is established when ‘(1) the alleged principal makes some sort of manifestation causing a third party to believe that the alleged agent had authority to act for the benefit of the principal, (2) that such belief was reasonable and (3) that the claimant reasonably acted on such belief to his detriment.’” *Id.* (citations omitted). In applying the principle of apparent authority, it is the manifestation by the principal, not the agent, that is controlling. *Id.*

For example, in *Espinoza*, plaintiffs were injured during an offshore tequila tasting excursion while traveling on a Princess cruise. *Id.* at 1207. In arguing that the offshore excursion company (Promotora) was Princess’ agent, the plaintiffs provided evidence, including “that Princess: (1) controlled the safety standards Promotora was required to follow . . . (2) required Promotora to warrant it would comply with ‘accepted industry standards’ . . . (3) required Promotora be insured in specified amounts, (4) controlled the manner in which the tour was advertised, marketed, sold and refunded, (5) demanded exclusivity in sales and branding . . . (6) mandated qualifications for Promotora’s tour guides . . . (7) dictated the alcohol, drug, and smoking policy applicable to tour operator’s employees, (8) reserved the right to conduct drug and alcohol testing on such employees, and (9) outlined Promotora’s emergency response and accident reporting, including using brand specific incident report forms.” *Id.* at 1223. Princess further required Promotora “to hold up Princess’ sign or flag during the [] Tour and to show Princess’ cruise name



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No. 2:24-cv-01987 MWC (SSCx)

Date: May 23, 2025

Title Theresa M. Meyer v. Princess Cruise Lines, Ltd. et al.

only and no other, and made all the arrangements for the [] Tour without disclosing that the tour was operated by Promotora.” *Id.* The Court denied Princess’ summary judgment motion, concluding that the evidence established “genuine disputes of fact” as to whether Promotora was an actual or apparent agent of Princess. *Id.* at 1223. The Court further determined that a contract between the parties, which had attempted to label Promotora as an independent contractor, was not controlling as to any potential agency relationship. *See id.* (“The existence or scope of an agency relationship is not controlled by the parties’ use of descriptive labels . . . . Accordingly, Princess’ argument that Promotora is not Princess’ agent by virtue of the disclaimer . . . fails.” (quotation marks omitted)).

Here, like *Espinoza*, the Court finds that genuine disputes of fact exist as to whether DNA Canada acted as Princess’ actual or apparent agent. Meyer provides the following evidence:

- In deposition, Meyer stated that Larry was wearing a vest that said Princess Cruise and had the Princess logo. *Meyer Dep.* 44:7–15, 50:7–51:12.<sup>1</sup>
- Meyer states that Larry’s vest had the same Princess logo that she saw Princess security guards wearing later during the cruise. *See Meyer Dep.* 160:9–15.
- When Meyer met Larry, “there was a big sign on the back of the wall behind the desk that said Princess Cruise.” *Id.*
- In the Vancouver terminal, there was no signage for DNA Canada. *Id.* 47:12–15; *AMF* ¶ 15.
- Princess required Larry to use Princess signage furnished by Princess. *See AMF* ¶ 35; *GHS* 1 (“Meet and Greet representatives will use cruise line brand-specific signage and clipboards to be furnished by [Princess].”).
- Princess approves the uniforms of DNA Canada’s staff (though Princess disputes whether that uniform includes a Princess logo). *AMF* ¶ 36.
- Princess reviews and approves all staffing requirements of DNA. *Id.* ¶ 38.

---

<sup>1</sup> Princess disputes whether Larry was wearing any Princess clothing because DNA Canada staff wear a “standard black and white uniform,” without a Princess logo. *See AMF* ¶¶ 12, 36. However, the Court must draw all reasonable inferences in the light most favorable to Meyer. *See T.W. Elec.*, 809 F.2d at 630–31.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No. 2:24-cv-01987 MWC (SSCx)

Date: May 23, 2025

Title Theresa M. Meyer v. Princess Cruise Lines, Ltd. et al.

- Princess provides DNA Canada with the passenger capacity each day, which dictates how many DNA Canada staff members are required to be on site. *Id.* ¶ 37.
- Princess requires DNA Canada staff to have appropriate credentials to work in the Vancouver port. *Id.* ¶ 39.
- Princess dictates how many hours it will approve for training of DNA Canada staff. Dkt. # 93-16 (“*Clark Dep.*”), 42:24–43:25.
- Princess “coordinate[s] to have [its] ship staff or a staff person from our Corporate Office assist with training and provide training support/materials.” *GHS* 3; *see Clark Dep.*, 42:24–43:25.
- Princess provides DNA Canada with digital software called “Navigator” to check in guests. *AMF* ¶ 41.
- Princess requires DNA Canada to be familiar with Princess’ check-in systems prior to embarkation. *Id.* ¶ 42.
- DNA Canada must adhere to Princess’ lost and found property procedures pursuant to Princess’ company manual. *Id.* ¶ 44.
- When there is an incident involving injury, Princess requires DNA Canada to fill out a Vendor Incident Form, which is provided to DNA Canada by Princess. *Id.* ¶ 45.
- Princess pays DNA hourly for its greeter positions. *Id.* ¶ 46.
- Princess requires all DNA greeters to speak fluent English. *Id.* ¶ 34.
- DNA indemnifies and maintains insurance on behalf of Princess for any incidents. *Id.* ¶ 47.
- Princess provides guests with a survey to rate DNA Canada staff and if a certain survey score is not maintained, Princess can terminate the Ground Handling Agreement with DNA Canada. *Id.* ¶ 49.

Based on these facts, a reasonable jury could conclude that Princess had sufficient right of control over DNA Canada’s activities (actual agency), or that Princess caused Meyer to reasonably believe DNA Canada was its agent (apparent agency). *See Franza v. Royal Caribbean Cruises, Ltd.*, 772 F.3d 1225, 1235–36 (11th Cir. 2014) (“[A]bsent any statutory mandate to the contrary, the existence of an agency relationship is a question of fact under the general maritime law.” (collecting cases)). Moreover, the Court rejects Princess’ argument that because the Passage Contract indicated DNA Canada was an independent contractor, it must be so. *See Espinoza*, 581 F. Supp. 3d at



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No. 2:24-cv-01987 MWC (SSCx)

Date: May 23, 2025

Title Theresa M. Meyer v. Princess Cruise Lines, Ltd. et al.

1223 (“[A]lthough Princess contends it disclosed to Plaintiff that excursions . . . would be operated by third parties not subject to Princess’ control . . . a factfinder must ultimately determine whether Plaintiff’s stated belief to the contrary was reasonable in light of all the circumstances . . . .” (citation omitted)).

Accordingly, the Court will not grant summary judgment for Princess.

C. Exculpatory Clause

Princess argues that the parties’ Passage Contract provided that Princess does not supervise or control pre-cruise transportation provided by independent contractors and does not accept liability for pre-cruise transportation. *Mot.* 6:12–18, 13:4–14:15. In response, Plaintiff asserts that 46 U.S.C. § 30527 (“Section 30527”) renders Princess’ exculpatory clause to be invalid and unenforceable. *Opp.* 8:4–13:16. Section 30527 provides: “The owner, master, manager, or agent of a vessel transporting passengers between ports in the United States, or between a port in the United States and a port in a foreign country, may not include in a regulation or contract a provision limiting . . . the liability of the owner, master, or agent for personal injury or death cause by the negligence or fault of the owner or the owner’s employees or agents.” 46 U.S.C. § 30527(a)(1).

As discussed above, the Court finds there is a genuine dispute as to whether DNA Canada is an agent or an independent contractor of Princess. Therefore, the Court cannot grant summary judgment based on a contract provision attempting to limit liability for independent contractors and will not provide an advisory opinion analyzing the potential implications of Section 30527.

Accordingly, the Court cannot grant summary judgment based on the Passage Contract.<sup>2</sup>

---

<sup>2</sup> Princess raises an additional argument that “the subsequent action by a third party (Larry)” acts as a “superseding cause” of negligence. *Reply* 11:23–28; *Mot.* 15:6–16:28. The Court need not address this argument given the dispute over whether Larry is Princess’ agent or a third party.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

Case No. 2:24-cv-01987 MWC (SSCx) Date: May 23, 2025

Title Theresa M. Meyer v. Princess Cruise Lines, Ltd. *et al.*

V. Conclusion

For the foregoing reasons, the Court **DENIES** Princess’ motion for summary judgment.

**IT IS SO ORDERED.**

Initials of Preparer

\_\_\_\_\_  
:  
\_\_\_\_\_  
TJ  
\_\_\_\_\_