UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 25-21095-WPD

L.M., *an individual*

Plaintiff,

v.

CARNIVAL CORPORATION,

Defendant.

_____ /

ORDER GRANTING IN PART DEFENDANT CARNIVAL CORPORATION'S MOTION FOR SUMMARY JUDGMENT

THIS CAUSE is before the Court upon Defendant Carnival Corporation ("Defendant")'s Motion for Summary Judgment (the "Motion") [DE 66] and Defendant's Statement of Material Facts ("DSOF") [DE 65], filed herein on April 10, 2026. The Court has carefully considered the Motion and the Statement [DEs 66, 65], Plaintiff's Response [DE 68], Plaintiff's Statement of Facts and additional facts ("PSOF") [DE 67], filed April 23, 2026 and April 22, 2026, respectively, Defendant's Reply [DE 71] and Reply Statement of Facts ("DRSOF") [DE 72] filed May 13, 2026, and is otherwise fully advised in the premises.

I. BACKGROUND

In March 2024, Plaintiff travelled as a passenger on Carnival Magic with her mother. DSOF; PSOF ¶ 1. Jack Deggon ("Deggon") was a crewmember on the Carnival Magic during the subject voyage. DSOF; PSOF ¶ 3. He is from Saint Vincent and the Grenadines and was 25 years old at the time of the encounter. DSOF; PSOF ¶¶ 52, 54. On March 21, 2024, the second day of the cruise, L.M. Plaintiff went up to Deggon, introduced herself, and told him she thought he was kind of handsome. DSOF; PSOF ¶ 9. Plaintiff and Deggon exchanged Instagram accounts and then

began communicating via Instagram shortly thereafter. DSOF; PSOF ¶ 10. At around 11:30 p.m. that night, Deggon asked Plaintiff where L.M. was, and L.M. told him she was outside. DSOF; PSOF ¶ 11. They met in the buffet area and, for around 10 minutes, talked about how their day went and whether they were going to hang out later. DSOF; PSOF ¶ 12. Later that night, after Deggon finished his shift, L.M. agreed to go to his cabin. DSOF; PSOF ¶ 13. Over a series of Instagram messages, Deggon instructed Plaintiff on how to get to his cabin. ¶ 17. L.M. then went to Deggon's cabin, where the two engaged in sexual activity and had penetrative sex. DSOF; PSOF ¶¶ 19–31. Parties agree that some sexual activity was consensual, but dispute whether penetration was consensual. DSOF; PSOF ¶¶ 24. Parties agree that, following the incident, Deggon blocked L.M.'s exit from the cabin for about 10-15 minutes, DSOF; PSOF ¶ 29, but dispute whether this conduct amounted to false imprisonment.

In the Amended Complaint ("AC") [DE 22], L.M. alleges nine causes of action against Defendant Carnival Corporation ("Carnival" or "Defendant"): strict liability for sexual assault/battery/rape (Count I); strict liability for false imprisonment (Count II); strict liability for intentional infliction of emotional distress ("IIED") (Count III); vicarious liability for failure to warn/prevent sexual assault/react (Count IV); direct liability for failure to warn (Count V); direct liability for failure to maintain the premises/negligent security (Count VI); direct liability for negligent training (Count VII); direct liability for negligent selection and hiring (Count VIII); and direct liability for negligent retention (Count IX). *See* AC [DE 22].

Carnival moves for summary judgment only on Counts III–IX. With respect to the strict liability claims (Counts I and II), Carnival agrees there are material issues of disputed fact that should proceed to trial. And, with respect to Count III for Intentional Infliction of Emotional Distress, Plaintiff agrees that Carnival is entitled to judgment as a matter of law and withdraws

that count. *See* [DE 68] p. 3 ("Plaintiff withdraws Count III and does not oppose summary judgment as to IIED only."). Accordingly, the only questions before the Court—as posed by the instant motion—are whether Counts IV–IX suffice to withstand summary judgment. They do.

II. STANDARD OF LAW

"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). The movant bears "the stringent burden of establishing the absence of a genuine issue of material fact." *Suave v. Lamberti*, 597 F. Supp. 2d 1312, 1315 (S.D. Fla. 2008) (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986)).

"A fact is material for the purposes of summary judgment only if it might affect the outcome of the suit under the governing law." *Kerr v. McDonald's Corp*., 427 F.3d 947, 951 (11th Cir. 2005) (internal quotations omitted). Furthermore, "[a]n issue [of material fact] is not 'genuine' if it is unsupported by the evidence or is created by evidence that is 'merely colorable' or 'not significantly probative.'" *Flamingo S. Beach I Condo. Ass'n, Inc. v. Selective Ins. Co. of Southeast*, 492 F. App'x 16, 26 (11th Cir. 2013) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249–50 (1986)). "A mere scintilla of evidence in support of the nonmoving party's position is insufficient to defeat a motion for summary judgment; there must be evidence from which a jury could reasonably find for the non-moving party." *Id.* at 26–27 (citing *Anderson*, 477 U.S. at 252). Accordingly, if the moving party shows "that, on all the essential elements of its case on which it bears the burden of proof at trial, no reasonable jury could find for the nonmoving party" then "it is entitled to summary judgment unless the nonmoving party, in response, comes forward with significant, probative evidence demonstrating the existence of a triable issue of fact." *Rich v. Sec'y, Fla. Dept. of Corr.*, 716 F.3d 525, 530 (11th Cir. 2013) (citation omitted).

Still, in deciding a summary judgment motion, the Court must view the facts in the light most favorable to the non-moving party. *Davis v. Williams*, 451 F.3d 759, 763 (11th Cir. 2006), and resolve all ambiguities and draw all justifiable inferences in favor of the nonmoving party. *Anderson*, 477 U.S. at 255. Further, "at the summary judgment stage the judge's function is not [] to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial." *Anderson*, 477 U.S. at 255.

III. DISCUSSION

a. Whether the Negligence Claims—Counts IV–IX—are Barred as Duplicative

Carnival argues that all six negligence theories (Counts IV–IX) should be categorically dismissed for attempting to impose the same liability on Carnival for which it would be strictly liable through Counts I and II. Plaintiff responds that no "doctrine" of this Circuit categorically bars the negligence claims.

The Court agrees that the negligence claims are not categorically barred—and are not barred here. Cruise lines are strictly liable for the intentional torts of their crewmembers under Florida and federal maritime law. *See Garcia v. Carnival Corp.*, 838 F. Supp. 2d 1334, 1337 (S.D. Fla. 2012) (citing *Doe v. Celebrity Cruises, Inc.*, 394 F.3d 891, 915–16 (11th Cir. 2004)). Negligence claims are improper when they are "simply a recasting" of the intentional torts, and "stem[] from the actions" of those who committed the intentional torts. *Garcia v. Carnival Corp.* ("*Garcia II*") No. 13-21628, 2014 WL 12531509, at *1 (S.D. Fla. Apr. 10, 2014). This rule illuminates the "commonsense principle that there is no such thing as negligent commission of an intentional tort." *Doe v. Carnival Corp.,* No. 24-CV-22749-RAR, 2024 WL 4723115, at *3 (S.D. Fla. Nov. 8, 2024). But by the same token, negligence claims are appropriate alongside strict liability claims where "a defendant negligently committed a *different* tort through *different*

conduct, even if the negligence claim relates to the same facts as the strict liability claim." *Doe v. Carnival Corp.,* No. 24-CV-22749-RAR, 2024 WL 4723115, at *4 (S.D. Fla. Nov. 8, 2024) (summarizing the applicable case law in this District).

In this case, Plaintiff alleges strict liability for sexual assault, battery, and rape, and for false imprisonment. Plaintiff also asserts six negligence counts—vicarious liability for failure to warn/prevent sexual assault/react (Count IV); direct liability for failure to warn (Count V); direct liability for failure to maintain the premises/negligent security (Count VI); direct liability for negligent training (Count VII); direct liability for negligent selection and hiring (Count VIII); and direct liability for negligent retention (Count IX). These negligence counts (as discussed more fully below) are premised on facts and conduct that are separate from the event of the alleged sexual battery itself and are not a "recasting" of the sexual assault counts. Accordingly, they may proceed. *See Doe v. MSC Cruises*, No. 24-20277, 2024 WL 4370006, at *1 (S.D. Fla. June 26, 2024) (holding, in a sexual assault case, that "negligence claims involving separate conduct (such as negligent hiring, retention, monitoring, and supervising) [could] be brought in conjunction with strict liability claims."); *Doe v. NCL (Bahamas) Ltd.*, No. 18-20060, 2018 WL 3848421, at *1 (S.D. Fla. Aug. 13, 2018) (concluding, in a sexual assault case, that claims for "negligent hiring, retention, monitoring, and supervising ... [could] be pled in conjunction with the strict liability claim."). Moreover, a plaintiff is entitled to plead alternative counts. *See* Fed. R. Civ. P. 8(d)(2).

b. Count IV—Vicarious Liability For Failure To Warn Of, Or Take Action To Prevent, The Sexual Assault

Count IV alleges vicarious liability for failure to warn of, or take action to prevent, the sexual assault. For vicarious liability claims, a plaintiff need not prove that a shipowner had notice of the risk-creating condition to impose liability. *See Yusko v. NCL (Bahamas) Ltd.*, 4 F.4th 1164, 1169–70 (11th Cir. 2021). Instead, Plaintiff must show (1) a Carnival employee breached their duty

of care to Plaintiff while (2) working within the course and scope of their employment and (3) the breach of duty was the actual and proximate cause of Plaintiff's injuries. *See Feagin v. Carnival Corp*., No. 23-cv-23460-RAR, 2023 WL 8258572, *2 (S.D. Fla. Nov. 29, 2023). A plaintiff pleading vicarious liability must identify a specific defendant employee who was negligent. *See Holland v. Carnival Corp*., 50 F.4th 1088, 1096 (11th Cir. 2022).

Carnival's only argument in its Motion with respect to this Count is that Plaintiff has not identified a specific crewmember who breached their duty. But Plaintiff's Response identifies three possible people who may have breached their duty: (1) Deggon's roommate, a Carnival employee, who entered the cabin during the encounter; (2) a crewmember who Plaintiff saw in the hallway—an African American female, short and heavyset, in her mid-to-late 20s or possibly 30s—who witnessed Deggon "pull[] Plaintiff back into the crew hallway and forced her to kiss him"; and (3) a male crewmember in the corridor on the phone, who was used as a pretext to hold Plaintiff inside the cabin for ten to fifteen minutes. Although Plaintiff does not provide names, that alone does not defeat the claim, as a Plaintiff need not name the specific individual. *See Hostert v. Carnival Corporation*, 2024 WL 68292 *11 (S.D. Fla. Jan. 5, 2024) (description of a "Carnival crewmember, wearing a uniform, cleaning the tables, and throwing away trash and emptying ashtrays" sufficed to identify a specific crewmember on summary judgment) (quotations omitted); *Hodson v. MSC Cruises, S.A.,* No. 20-22463-CIV, 2021 WL 3639752, at *11 (S.D. Fla. Aug. 2, 2021), *report and recommendation adopted*, No. 20-22463-CIV, 2021 WL 3634809 (S.D. Fla. Aug. 16, 2021) (concluding, at summary judgment, that a reasonable jury could conclude that the uniformed person was in fact an MSC employee, even in the absence of a named individual).

In reply, Carnival concedes that Plaintiff "has now identified some employees," but tries to move the goalposts by mounting a new argument: that Plaintiff "failed to establish that any of

them had a duty to warn within the scope of their employment." This new argument is improper in a reply brief and will not be considered. *See, e.g., Herring v. Secretary, Dept. of Corrections*, 397 F.3d 1338, 1342 (11th Cir. 2005) ("As we have repeatedly admonished, arguments raised for the first time in a reply brief are not properly before a reviewing court.") (internal quotes omitted). Accordingly, because descriptions of the employees who breached their duty is sufficient and there are no additional arguments in the Motion, Carnival is not entitled to judgment on Count IV.

Direct Liability Counts

Plaintiff's remaining counts are direct liability counts. They are pled as an alternative to the vicarious liability and strict liability counts. "If a shipowner breaches that duty in a way that injures a passenger, then it may be directly liable to that passenger under maritime law." *Yusko v. NCL (Bahamas), Ltd.,* 4 F.4th 1164, 1169 (11th Cir. 2021). To establish a shipowner's direct liability for negligence, "a plaintiff must allege that (1) the defendant had a duty to protect the plaintiff from a particular injury; (2) the defendant breached that duty; (3) the breach actually and proximately caused the plaintiff's injury; and (4) the plaintiff suffered actual harm." *Holland v. Carnival Corp.*, 50 F.4th 1088, 1094 (11th Cir. 2022) (quotation omitted). "This standard requires, as a prerequisite to imposing liability, that the carrier have had actual or constructive notice of a risk-creating condition, at least where. . . the menace is one commonly encountered on land and not clearly linked to nautical adventure." *Keefe v. Bahama Cruise Line, Inc.*, 867 F.2d 1318, 1322 (11th Cir. 1989).

c. Count V – Direct Liability for Failure to Warn

Count V asserts direct liability for failure to warn of the potential for sexual assault onboard and the risk of sexual assault. Defendant argues that (1) requiring Plaintiff's proposed warnings

about sexual assault onboard would impermissibly compel Carnival's commercial speech; (2) there is no causation because a warning would not have altered Plaintiff's behavior. In turn, Plaintiff asserts that no first amendment concerns are at issue here, and that causation is a question of fact. Plaintiff has the better argument.

First, the Court agrees with Plaintiff that there is no government-compelled speech at stake here. The *Zauderer* line of cases that Carnival cites is inapplicable. Those cases pertain to government-prescribed disclosures such as ordinances and laws mandating speech. *See Zauderer v. Off. of Disciplinary Counsel*, 471 U.S. 626, 650–51 (1985) (bar disciplinary rule dictating specific attorney-advertising language); *Nat'l Inst. of Fam. & Life Advocs. v. Becerra*, 585 U.S. 755, 762–66 (2018) (statute mandating state-drafted notice at pregnancy centers); *CTIA v. City of Berkeley*, 928 F.3d 832, 837 (9th Cir. 2019) (ordinance prescribing cell-phone warning text). Carnival has not identified a single case applying *Zauderer* or *NIFLA* to a common-law failure-to-warn claim, and Carnival's own footnoted authority concedes the analogy "[doesn't] hold up." [DE 66] 14 n.2 (quoting K. Abraham, First Amendment Imperialism and the Constitutionalization of Tort Liability, 98 Texas L. Rev. 5 (Apr. 2020) (citing *NIFLA* and *Zauderer*). The Court declines to entertain this admittedly "novel argument." *Id.*

With respect to causation—that is, whether Carnival's failure to warn was a cause of L.M.'s injury—sufficient record evidence exists to generate a dispute of material fact. L.M. has testified that Carnival's warnings would have stopped her from communicating with—or being alone with—Deggon. PSOF ¶ 50. Even if a party's statements "are self-serving, . . . that alone does not permit us to disregard them at the summary judgment stage." *Feliciano v. City of Miami Beach*, 707 F.3d 1244, 1253 (11th Cir. 2013); *see also Price v. Time, Inc.*, 416 F.3d 1327, 1345 (11th Cir. 2005) ("Courts routinely and properly deny summary judgment on the basis of a party's sworn

testimony even though it is self-serving."). Moreover, although Carnival contends it posted warnings on its website, *see* PSOF; DSOF ¶ 49, the reasonableness of a warning is generally a question for the jury. *See Quashen v. Carnival Corp*., 576 F. Supp. 3d 1275, 1301 (S.D. Fla. 2021) ("[T]he sufficiency of warnings are considered to be questions of fact for a jury."); *Magazine v. Royal Caribbean Cruises, Ltd.*, No. 12-23431-CIV, 2014 WL 1274130, at *4 (S.D. Fla. Mar. 27, 2014) ("Whether adequate efforts were made to communicate a warning to the ultimate user and whether the warning if communicated was adequate are uniformly held questions for the jury.") (quotations omitted). Count V may proceed.

d. Count VI—Direct Liability for Negligent Security

Count VI rests on allegations that, despite Defendant's actual knowledge or notice of the high risk of sexual assaults on cruise ships, Carnival, *inter alia*, "fail[ed] to have adequate security presence to prevent and deter passengers from accessing crewmember restricted areas," "fail[ed] to have adequate security cameras to cover crew restricted areas," "fail[ed] to monitor security footage," and "fail[ed] to have guards posted to prevent and deter access to crewmember restricted areas." AC ¶ 118 (b)-(e). It posits that, had Deggon been better supervised, and had Carnival implemented better security practices, the assault would not have occurred. Carnival argues that for a negligent security claim, "the notice inquiry depends on the violent propensities of the alleged assailant." Therefore, because "Deggon did nothing in public to indicate he was capable of violence," Carnival was not properly on notice of the Deggon's violent propensities.

In direct liability claims, Plaintiff is required to allege that Carnival was on actual or constructive notice of the risk. *See Keefe v. Bahama Cruise Line, Inc*., 867 F.2d 1318, 1322 (11th Cir. 1989). But L.M. has proffered sufficient evidence to generate a material dispute of fact with respect to notice. L.M. points to undisputed record evidence that: (1) Deggon, while on duty, sent

over 123 messages over the course of 12 hours PSOF; DRSOF ¶ 71, that (2) Deggon publicly flirted with L.M. on the Lido Deck while he was working (Nelson Decl. ¶ 9, Ex. 3 Deggon Decl. ¶ 8, CCL 20487-48.); (3) Deggon publicly flirted with L.M. for ten minutes at the buffet while kids watched and laughed. PSOF; DRSOF ¶ 74. Carnival even concedes in its motion that "[s]ecurity could have seen that he was going to his cabin with a passenger." [DE 66] p. 19. In addition, although not specifically argued, it seems that Carnival had constructive notice of the particular risk posed by Deggon, who, in the year leading up to the assault, posted at least thirty-seven sexually explicit and/or aggressive social media posts. *See infra*, Section III.f. This public conduct, and public postings, suffice to create a triable issue of whether Carnival was on notice of the specific and particular risk here—not just the general risk of sexual assaults on cruise ships.

Carnival relies on *J.F. by & through S.F. v. Carnival Corp.,* 141 F.4th 1164, 1173 (11th Cir. 2025) and *Fuentes v. Classica Cruise Operator Ltd, Inc.,* 32 F.4th 1311 (11th Cir. 2022), wherein the Eleventh Circuit held plaintiff failed to put forward sufficient particularized evidence that the cruise line was on notice of the specific assaults *between two passengers*. But these cases are factually distinguishable. First, and most obviously, Deggon is not a fellow passenger but an employee of Carnival. Thus, Carnival not only had a general duty to secure the premises but to actively supervise their own employee. *See Doe v. Carnival Corp.,* 470 F. Supp. 3d 1317, 1324 (S.D. Fla. 2020). Second, L.M does not merely rely on generalized data but outlines the facts that should have led Carnival to identify the "specific danger" posed by Deggon. *See supra.* This specificity is sufficient to withstand summary judgment.

e. Count VII—Direct Liability for Failure to Train

To state a claim for negligent training, a plaintiff must demonstrate defendant was "negligent in the implementation or operation of the training program and this negligence caused

a plaintiff's injury." *See Doe v. NCL (Bahamas) Ltd.*, Case No. 16-cv-23733-UU, 2016 WL 6330587, *4 (S.D. Fla. Oct. 27, 2016) (quotations omitted). Carnival does not argue it does not have a duty to train. Nor does it assert in its Motion for Summary Judgment that a failure to train would not have caused the assault.[1] Instead, Carnival only asks the Court to find that training practices were sufficient as a matter of law.

The Court declines the invitation. "[W]hether [cruise line employee] was sufficiently trained at the time of Plaintiff's accident is a disputed issue of fact that must be decided by the jury." *McBride v. Carnival Corp.,* No. 1:16-CV-24894-JLK, 2019 WL 4731940, at *2 (S.D. Fla. May 30, 2019). Moreover, the undisputed evidence suggests that Deggon was trained on Workplace Conduct and Anti-Harassment, Culture at Carnival, Developing Personal Accountability, and Team Carnival Handbook & Acknowledgement. DSOF; PSOF ¶ 36. But those trainings expired on May 13, 2023, May 13, 2023, and June 12, 2022 respectively—many months before the subject cruise. *See* PSOF; DRSOF ¶ 64-66. Moreover, Plaintiff's expert opines that Deggon's training "over the span of approximately five years before the incident is woefully insufficient[,]" and advisory guidelines and recommendations are admissible as bearing on the standard of care in determining negligence. *See Cook v. Royal Caribbean Cruise Lines, LTD.*, Case No. 11-CV-20723-GOODMAN, 2012 WL 1792628 at *5 (S.D. Fla. May 15, 2012).

Summary judgment for a defendant on negligent training claims is usually only appropriate on where "there was no training policy in place that was applicable to a particular risk" *Quashen v. Carnival Corp.,* 576 F. Supp. 3d 1275, 1304 (S.D. Fla. 2021) (citing *Diaz v. Carnival Corp.*, No. 20-22755-CIV, 555 F.Supp.3d 1302, 1312 (S.D. Fla. Aug. 20, 2021)). But where, as here, Defendant undertakes to train its staff on sexual assault and harassment—as it has a duty to do—

[1] Although the Reply brief raises the causation issue, as previously stated, arguments made for the first time in a Reply brief are not properly before the Court and will not be considered.

it must do so non-negligently. Accordingly, based on the disputed facts, and construing the evidence in Plaintiff's favor, a reasonable jury could find that Carnival had a duty to train and was negligent in its "implementation or operation of the training program," which was one cause of the assault. *Doe v. NCL (Bahamas) Ltd.*, Case No. 16-cv-23733-UU, 2016 WL 6330587, *4 (S.D. Fla. Oct. 27, 2016).

f. Count VIII—Negligent Hiring and Count IX—Negligent Retention

To prove a claim for negligent hiring or retention, a plaintiff must establish (1) the employee was incompetent or unfit to perform the work; (2) the employer knew or reasonably should have known of the particular incompetence or unfitness; and (3) the incompetence or unfitness was a proximate cause of the plaintiff's injury. *See Witover v. Celebrity Cruises, Inc*., 161 F. Supp. 3d 1139, 1148 (S.D. Fla. 2016) (citations omitted). The difference between negligent hiring and retention is one of timing. Negligent hiring occurs when the employer knew or should have known of the employee's unfitness before the employee was hired. *Id.* Liability for negligent hiring "primarily focuses upon the adequacy of the employer's pre-employment investigation into the employee's background." *Id.* Negligent retention occurs "after employment begins, where the employer knows or should know of the employee's unfitness and fails to take further action such as investigating, discharge or reassignment." *Id.* (citations and quotations omitted).

Where a plaintiff sets forth evidence sufficient to generate a triable issue with respect to the negligent hiring claim, and those conditions continue into the course of the employment, plaintiff may likewise generate a triable issue on negligent retention. *See e.g.*, *Murphy v. Carnival Corp.,* 426 F. Supp. 3d 1288, 1292 (S.D. Fla. 2019) (finding allegations sufficient to state a claim for both negligent hiring and retention where Carnival failed to ensure a hired on-board doctor was a graduate of an accredited medical school upon hiring, in violation of its own policy).

Carnival contends that the background check performed "came back clean," DSOF ¶ 32. Plaintiff contests the veracity of this statement—suggesting it is hearsay within hearsay—and argues that the declarant lacks personal knowledge of Deggon's hiring. Moreover, Plaintiff points to record evidence suggesting that (1) the October 31, 2018 "background check" was nine months stale at the time of the 2019 hiring; and that (2) Carnival hired Deggon when he was only nineteen years old, which is in conflict with its own policy which requires all employees to be at least twenty-one years old. PSOF; DSOF ¶¶ 52, 53. In addition, and most disturbingly, Plaintiff places in the record thirty-seven (37) of Deggon's social media posts between January 2, 2023 and March 6, 2024. *See* PSOF ¶ 61; [DE 67-4] ¶ 35. Plaintiff argues Carnival should have been aware of these posts when it re-hired Deggon for the March 2024 cruise, as each cruise is a separate employment contract. Without repeating the posts' contents here, it suffices to say that a reasonable jury could construe these posts to reveal a propensity for sexual violence. Accordingly, and based upon the above, a dispute of fact exists as to whether Carnival had actual or constructive notice of the risk posed by Deggon—and was negligent in re-hiring, and retaining, Deggon for the March 2024 cruise.

Based upon the foregoing, it is **ORDERED AND ADJUDGED**:

1. Defendant Carnival Corporation's Motion for Summary Judgment [DE 66] is **GRANTED IN PART** and **DENIED IN PART** as follows:
    a. The motion is **GRANTED** with respect to Count III, only.
    b. The motion is **DENIED** as to the remaining counts, which may proceed.
2. Parties are reminded that their pretrial stipulations and motions in limine are due on July 24, 2026. Responses to motions in limine and jury instructions are due July 31, 2026. In the absence of settlement, trial will commence on the two-week calendar beginning August

10, 2026, with calendar call on August 7, 2026. *See* [DE 17]. No extensions should be expected.

DONE AND ORDERED in Chambers at Fort Lauderdale, Florida, this 21st day of May, 2026.

WILLIAM P. DIMITROULEAS
United States District Judge

Copies to

Counsel of record