SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

North Valley District, Chatsworth Courthouse, Department F49

25CHCV04234 June 2, 2026
SHARON SOMERS-HILL vs PRINCESS CRUISES 8:30 AM

Judge: Honorable David B. Gelfound
Judicial Assistant: V. Yonker
Courtroom Assistant: V. Petoyan

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion to Dismiss

The Court posts its tentative ruling on LACourt.ca.gov for the parties to review.

The matter is not called for hearing.

Plaintiff's counsel, Nathaniel Harding, and defense counsel, Lisa Taylor, previously submitted on the tentative ruling. The tentative ruling is adopted as the Court's final ruling.

The Motion to Dismiss (8065) filed by Princess Cruises on 01/28/2026 is Granted.

Moving party shall prepare and submit a proposed order in compliance with the Court's ruling.

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BACKGROUND

This action arises from personal injuries allegedly suffered by Plaintiff Sharon Somers-Hill ("Plaintiff") when she slipped and fell on a staircase aboard the Grand Princess cruise ship owned and maintained by Defendant Princess Cruise Lines, Ltd. dba Princess Cruises ("Defendant"). On November 24, 2025, Plaintiff filed the Complaint against Defendant and Does 1 through 25, alleging the following causes of action: (1) general negligence, and (2) premises liability.

On January 28, 2026, Defendant filed the instant Motion to Dismiss (the "Motion").

On May 19, 2026, Plaintiff filed an Opposition.

On May 26, 2026, Defendant filed a Reply.

ANALYSIS

Code of Civil Procedure § 418.10(a)(2) provides, "[a] defendant, on or before the last day of his or her time to plead or within any further time that the court may for good cause allow, may serve and file a notice of motion for one or more of the following purposes: … (2) [t]o stay or dismiss the action on the ground of inconvenient forum." (Code Civ. Proc. § 418.10(a)(2).)

Code of Civil Procedure § 410.30(a), provides, "[w]hen a court upon motion of a party or its own motion finds that in the interest of substantial justice an action should be heard in a forum outside this state, the court shall stay or dismiss the action in whole or in part on any conditions that may be just." (Code Civ. Proc., § 410.30(a).)

The procedure for enforcing a forum selection clause is a motion to stay or dismiss for forum non conveniens. (Berg v. MTC Electronics Technologies Co. (1998) 61 Cal.App.4th 349, 358.)

A. Procedural Requirements

A motion to stay or dismiss an action on the ground of inconvenient forum must "designate, as the time for making the motion, a date not more than 30 days after filing of the notice." (Code Civ. Proc., § 418.10, subd. (b).) The 30-day timeline for hearing is not jurisdictional, and setting a hearing beyond 30 days from the filing of a motion to dismiss does not deprive the court of authority to hear the motion on its merits. (Olinick v. BMG Entertainment (2006) 138 Cal.App.4th 1286, 1296.)

Plaintiff argues that the Motion must be denied as a procedurally improper delay tactic because the hearing was set for June 2, 2026, which is more than four months after the notice of motion was filed on January 28, 2026. (Opp'n, at pp. 4-5.)

Defendant's counsel attests that Defendant reserved the earliest hearing date available through the Court's reservation system, (Milack Decl., ¶ 2), and Plaintiff submits no evidence indicating that the timing of the hearing was intended for an improper purpose. The Court accordingly finds no reason to deny the Motion on procedural grounds.

B. Applicable Law

Defendant contends that this action is governed by federal maritime law. (Mot., at p. 4.) The Court agrees. Cruise line passage contracts are considered to be maritime contracts that are governed by general federal maritime law. (Wallis v. Princess Cruises, Inc. (9th Cir. 2002) 306

F.3d 827, 834.)

This action arises from a Passage Contract (the "Agreement") entered into between Plaintiff and Defendant when Plaintiff booked passage on one of Defendant's cruise ships. (Moglia Decl., ¶¶ 3-5.) The events giving rise to Plaintiff's injuries occurred aboard the cruise ship. (Compl., at p. 5.) Moreover, the Complaint alleges that Defendant owed Plaintiff duties under general maritime law, and that its breach of those duties caused Plaintiff's injuries. (Id., at p. 4.)

Plaintiff does not dispute that federal maritime time law applies in this action. Instead, Plaintiff contends that maritime law does not preclude this Court from exercising jurisdiction over the matter. The Court accordingly finds that the action is governed by federal maritime law.

C. Motion to Dismiss

(1) Enforceability of Forum Selection Clause

Defendant invokes the forum selection clause in the Agreement to assert that this action was filed in the wrong forum. (Mot., at pp. 1-2.) Defendant contends that the appropriate forum for this action is the United States District Court for the Southern District of Florida. (Ibid.) The forum selection clause of the Agreement states:

Claims for Injury, Illness or Death: All claims or disputes involving Emotional Harm, bodily injury, illness or death of any Guest whatsoever, including without limitation those arising out of or relating to this Passage Contract or Your Cruise, shall be litigated in and before the United States District Court for the Southern District of Florida in Miami, or as to those lawsuits over which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Miami-Dade County, Florida, U.S.A., to the exclusion of the courts of any other country, state, city, municipality, county or locale. You consent to jurisdiction and waive any objection that may be available to any such action being brought in such courts.

(Moglia Decl., ¶ 10, Exh. G, § 17(B)(i).)

The Court finds that the foregoing is a mandatory forum selection clause. It designates the United States District Court for the Southern District of Florida as the exclusive forum for personal injury lawsuits over which federal courts have subject matter jurisdiction. (See Korman v. Princess Cruise Lines, Ltd. (2019) 32 Cal.App.5th 206, 215 [a forum selection clause that clearly designates a forum as the exclusive one is mandatory].)

Under both California and federal maritime law, a forum selection clause is presumed to be valid and will not be denied effect unless the plaintiff shows that enforcement of the clause would be unreasonable. (M/S Bremen v. Zapata Off-Shore Co. (1972) 407 U.S. 1, 9 [finding forum selection clauses to be "prima facie valid"]; Smith, Valentino & Smith, Inc. v. Superior Court (1976) 17 Cal.3d 491, 496 [concluding that forum selection clauses in a contract freely entered into are valid].)

The plaintiff bears a heavy burden to demonstrate that enforcement would be unreasonable, and the factors involved in traditional forum non conveniens analysis do not control where a forum selection clause is mandatory. (M/S Bremen, supra, 407 U.S., at p. 15; Global Financial Distributors Inc. v. Superior Court (2019) 35 Cal.App.5th 179, 192.) A forum selection clause may be upheld where there is no indication that the selected forum was chosen to discourage passengers from pursuing legitimate claims or that the agreement was obtained by fraud or overreaching. (Carnival Cruise Lines, Inc. v. Shute (1991) 499 U.S. 585, 595 (Shute).)

Plaintiff contends that it would be unreasonable to enforce the forum selection clause because: (1) the clause was not reasonably communicated to Plaintiff before she entered into the Agreement; (2) the clause constitutes a contract of adhesion that was not freely negotiated; (3) the clause is designed to deter legitimate claims; (4) Florida is an unreasonable forum with little interest in the litigation, and (4) Plaintiff would be prejudiced by enforcement. The Court addresses each of these arguments in turn. (Opp'n, at pp. 6-12.)

(a) Notice Requirement and Lack of Negotiation

First, Plaintiff contends that the forum selection clause is unfair because its placement in the Agreement and the manner of agreement demonstrate that it was not freely negotiated between the parties. (Opp'n, at pp. 6-7, 10-12.)

For a forum selection clause to be enforceable, the party against whom enforcement is sought must have sufficient notice of it before entering into the contract. (Shute, supra, 499 U.S., at p. 590.) Plaintiff argues that the forum selection clause at issue was buried deep within the Agreement, appearing in small, dense print on page 14 of a 17-page document. (Opp'n, at p. 6; see Moglia Decl., Exh. G.) Plaintiff further contends that the booking confirmation emails do nothing to draw attention to the effect of the Agreement or the forum selection clause, failing to meaningfully notify Plaintiff that her right to choose her litigation forum would be affected. (Opp'n, at p. 6.)

Defendant's Director of Guest Claims, Stephen Moglia ("Moglia"), explains the contractual

process as follows: when Plaintiff began the booking process for her cruise, a unique booking number was assigned to her and booking confirmations were sent to her registered email addresses on four occasions. (Moglia Decl., ¶¶ 3-4.) The booking confirmation emails included a hyperlink to the Agreement contained within the following language: "IMPORTANT NOTICE: Upon booking the Cruise, each Passenger explicitly agrees to the terms of the Passage Contract … . Please read all sections carefully as they affect the passenger's legal rights." (Id., ¶ 5.) Plaintiff would then have had to navigate through a Cruise Personalization application, requiring scrolling through the terms of the Agreement and checking a box to accept them. (Id., ¶¶ 6-7.) Moglia explains that a guest may not board the cruise ship unless the Cruise Personalizer indicates that they have accepted the Agreement. (Id., ¶ 8.)

The first paragraph of the Agreement, attached to Moglia's declaration, states in bold typeface:

IMPORTANT NOTICE TO GUESTS: PLEASE CAREFULLY READ THE FOLLOWING PASSAGE CONTRACT TERMS THAT GOVERN ALL DEALINGS BETWEEN YOU AND THE CARRIER (DEFINED BELOW), AFFECT YOUR LEGAL RIGHTS, AND ARE BINDING ON YOU TO THE FULL EXTENT PERMITTED BY LAW; PARTICULARLY SECTION 5 GOVERNING ELIGIBILITY REQUIREMENTS FOR SAILING; SECTION 14 GOVERNING THE PROVISION OF MEDICAL AND OTHER PERSONAL SERVICES, SECTIONS 15 AND 16 LIMITING LIABILITY OF THE CARRIER, THE VESSEL, AND OTHERS FOR YOUR DEATH, ILLNESS, INJURY, OR DAMAGE CLAIMS RELATING TO BAGGAGE OR PERSONAL PROPERTY, AND SECTION 17 LIMITING YOUR RIGHT TO SUE, IDENTIFYING THE FORUM FOR SUIT, REQUIRING ARBITRATION AND WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS, AND WAIVING YOUR RIGHT TO ARREST OR ATTACH CARRIER'S VESSELS.

(Moglia Decl., Exh. G, at p. 1.) This language specifically indicates that Section 17 limits the passenger's right to sue and should be read carefully.

The Cruise Personalization application also includes language indicating that important terms are contained in the Agreement. The contract review step in the application process informs the passenger that she "must individually read and accept the … Princess Cruises Passage Contract," and states that "THE FOLLOWING PASSANGE CONTRACT TERMS … AFFECT YOUR LEGAL RIGHTS, AND ARE BINDING … ." (Moglia Decl., Exh. E.)

Given that Plaintiff had to navigate this step to complete her booking and board the cruise, the Court agrees with Defendant that this language should have made Plaintiff aware that there were terms in the Agreement that she should read because they affected her rights. The prefatory

paragraph of the Agreement, which highlights the forum selection clause, would in turn have put Plaintiff on notice that certain litigation rights would be limited.

Moreover, Plaintiff presents no competent evidence that she lacked notice of the forum selection clause. Plaintiff submits no declaration stating that she did not view the Agreement or see the "IMPORTANT NOTICE" appended to email confirmations or included in the Cruise Personalization application. Plaintiff accordingly has not sufficiently established that she did not have adequate notice of the forum selection clause prior to entering into the Agreement.

As to the contention that the Agreement was not mutually negotiated, negotiation is not required for a forum selection cluse to be enforceable. (Shute, supra, 499 U.S., at p. 593 [finding non-negotiated ticket for passage on a cruise ship to be enforceable].)

(b) Discouragement of Litigation

Next, Plaintiff argues that the forum selection clause in the Agreement must necessarily exist to deter legitimate claims because the chosen forum, Florida, bears no relationship to the parties and is remote and arbitrary. (Opp'n, at pp. 11-12.) Defendant, however, asserts that it maintains offices within the Southern District of Florida and its cruise ships routinely embark and disembark passengers there. (Moglia Decl., ¶ 2.) Although Defendant's principal place of business is in California, (ibid.), its business conduct in Florida is accordingly meaningful such that Florida may not be considered an arbitrarily chosen forum. Plaintiff provides no further evidence that the designation of the Southern District of Florida is intended to discourage passengers from pursuing their legitimate claims. The Court accordingly cannot conclude that the forum selection clause was intended for an improper purpose.

(c) Reasonableness of Forum

Plaintiff next argues that Florida is an unreasonable forum because it has no meaningful connection to the parties or the underlying incident, the cruise aboard which Plaintiff was a passenger made no stops in Florida, and being forced to litigate in Florida would present a substantial inconvenience to Plaintiff and the witnesses in the litigation that would effectively deprive Plaintiff of her day in court. (Opp'n, at p. 8.) Plaintiff further asserts that California has a "materially greater interest" in the action due to the residency of the parties and the public interest in adjudicating disputes locally. (Id., at p. 9.)

The Court has already found the Southern District of Florida is meaningfully connected to Defendant's operations. Although the accident may have happened elsewhere and Plaintiff is not

a Florida resident, those facts alone do not render the forum selection clause unreasonable. (See Shute, supra, 499 U.S., at pp. 594-595 [finding Florida forum selection clause to be enforceable against Washington resident where accident occurred off the coast of Mexico]; Effron v. Sun Line Cruises (2d Cir. 1995) 67 F.3d 7, 9-11 [upholding forum selection clause requiring New York plaintiff to litigate dispute in Athens, Greece, where adequate notice was provided to Plaintiff].)

A plaintiff seeking to invalidate a forum selection clause on grounds of inconvenience bears a heavy burden of proof. (Shute, supra, 499 U.S., at pp. 594-595.) Here, Plaintiff offers only general and conclusory assertions of burden.

(d) Prejudice to Plaintiff

Lastly, Plaintiff argues that enforcing the forum selection clause would result in prejudice to Plaintiff because the one-year statute of limitations prescribed by the Agreement has passed and would bar Plaintiff from seeking redress altogether if the instant case were dismissed. (Opp'n, at p. 13.)

Courts have rejected statute of limitations arguments as grounds to invalidate contractual forum selection and choice of law clauses. (See Olinick, supra, 138 Cal.App.4th, at pp. 1303-1304, fn. 12 ["'[P]laintiff cannot avoid the forum he had contracted to accept simply by failing to adhere to its procedural requirements.'" (quoting Flake v. Medline Industries, Inc. (E.D.Cal. 1995) 882 F.Supp. 947, 950)].)

Nevertheless, in its Reply, Defendant agrees to waive any defense based on the contractual limitations period should Plaintiff promptly re-file this action in the appropriate court. (Reply, at p. 8.) The Court accordingly finds that conditioning enforcement of the forum selection clause on Defendant's waiver of defenses based on the one-year period specified in the contract would mitigate any prejudice to Plaintiff.

(2) Concurrent Jurisdiction

Plaintiff argues that the Court may exercise concurrent jurisdiction over the action under the federal Savings to Suitors Clause.

Pursuant to the Savings to Suitors Clause, although district courts of the United States have original, exclusive jurisdiction over any civil maritime case, "all other [non-maritime] remedies to which [litigants] are entitled" are expressly preserved. (28 U.S.C. § 1333.) The United States

Supreme Court confirmed that the clause preserves both remedies and the concurrent jurisdiction of state courts over some maritime claims. (Lewis v. Lewis & Clark Marine, Inc. (2001) 531 U.S. 438, 445.)

However, the Savings to Suitors Clause does not alter the enforceability of an agreement between parties to litigate their claims in a particular forum. (See Korman, supra, 32 Cal.App.5th, at pp. 221-222 [finding that concurrent jurisdiction did not preclude trial court from declining to exercise jurisdiction in recognition of passage contract's forum selection clause].) Where a case involves a mandatory forum selection clause and the clause is not unfair or unreasonable, the clause will generally be given effect. (Id., at p. 216.)

Here, the Court is presented with a mandatory forum selection clause that designates the United States District Court for the Southern District of Florida as the exclusive forum for resolution of Plaintiff's personal injury claims. In the absence of evidence that the clause is unreasonable, the Court finds it proper to give effect to the clause.

Based on the foregoing, the Court GRANTS the Motion, conditioned on Defendant's waiver of a statute of limitations defense based on the one-year period specified in the Agreement.

CONCLUSION

The Court GRANTS Defendant Princess Cruise Lines, Ltd. dba Princess Cruises' Motion to Dismiss, consistent with the foregoing ruling.

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Clerk gives notice.

Certificate of Service is attached.