

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 1:26-cv-21046-LEIBOWITZ

KATHERINE RHOADES,

Plaintiff,

v.

OCEANIA CRUISES LTD., *et al.*,

Defendants.

ORDER

THIS CAUSE is before the Court upon the Motion to Dismiss Plaintiff's Complaint ("the Motion") [ECF No. 12] filed by Defendants Oceania Cruises Ltd. ("Oceania") and Geo. F. Huggins & Co. (GDA) Ltd. ("Huggins," and, together with Oceania, "Defendants"). The Motion is fully ripe. [See ECF Nos. 14, 19]. For the reasons set forth below, the Motion is **GRANTED**.

BACKGROUND

At the time of the accident underlying this action, Plaintiff Katherine Rhoades ("Rhoades" or "Plaintiff") was a fare-paying passenger aboard the Oceania Vista, a cruise ship operated by Oceania. [ECF No. 5 ¶¶ 15–16]. Oceania maintains a safety program under which it: represents that safety and integrity are foundational pillars of its corporate governance and business model; represents that vendors, business partners, and other third parties interacting with guests must operate under the same ethical and safety standards as the company itself; integrates these standards into supplier contracts and onboarding, requiring compliance with mandatory safety requirements as a condition of continuing to provide guest facing services; represents that it employs structured supply chain management tools to identify, measure, and mitigate safety risks posed by excursion operators; represents that it maintains a formal Safety Management System applicable to shoreside operations

and third party partners interacting with guests; and commits to identifying significant risks, reporting incidents promptly, implementing corrective and preventive actions, and measuring safety performance through periodic audits and management review. [*Id.* ¶¶ 18–24].

In addition to its operation of the Oceania Vista, Oceania managed a shore excursion sales and administration program. [*Id.* ¶ 16]. On or about February 24, 2025, Plaintiff purchased a “Mt. Gazo Hike & Swim” excursion package (“the Excursion”) from Oceania while aboard the Oceania Vista through Oceania personnel. [*Id.* ¶ 26]. Oceania marketed this excursion package as part of its curated destination offerings and issued Excursion documentation under its own program. [*Id.*]. Oceania represented that the excursion was “vetted, safe, and subject to Oceania’s safety oversight.” [*Id.*].

Huggins served as Oceania’s local excursion provider in Grenada, the site of the accident. [*Id.*]. Huggins is a corporate entity organized under the laws of Grenada, with its principal place of business in Grenada. [*Id.* ¶ 8]. Huggins’ personnel were responsible for transporting and handling passengers during the Excursion. [*Id.* ¶ 31]. During the Excursion, passengers traversed a steep, blacktop incline covered with loose gravel and stones. [*Id.* ¶ 32]. A safe, level loading and unloading area accessible by vehicles was available at the top of the incline. [*Id.* ¶ 33]. Huggins’ personnel could have but did not drive passengers in an Excursion vehicle to the loading and unloading area. [*Id.* ¶ 34]. While traversing the incline, Plaintiff slipped on loose gravel, fell, and sustained injuries. [*Id.* ¶ 36].

On March 4, 2026, Plaintiff filed an amended complaint (“the Amended Complaint”) asserting the following claims: negligence as to Oceania (Count I); negligent selection and retention against Oceania (Count II); negligent misrepresentation as to Oceania (Count III); vicarious liability and apparent agency as to Oceania (Count IV); joint venture against Oceania and Huggins (Count V); negligence as to Huggins (Count VI); negligent failure to warn as to Oceania (Count VII). [*Id.* ¶¶ 40–78]. On April 15, 2026, Defendants moved to dismiss the Amended Complaint in its entirety. [*See*

generally ECF No. 12]. Huggins moved to dismiss for lack of personal jurisdiction, and Oceania moved to dismiss for failure to state a claim. [*Id.*].

LEGAL STANDARD

Whether the Amended Complaint should be dismissed pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure for failing to state a claim turns on whether the plaintiff has alleged enough plausible facts to support the claim stated. *See Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007). “To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662 (2009) (quoting *Twombly*, 550 U.S. at 570). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Iqbal*, 556 U.S. at 678 (*citing Twombly*, 550 U.S. at 556); *see also Wilborn v. Jones*, 761 F. App’x 908, 910 (11th Cir. 2019) (*per curiam*). “The plausibility standard” is not the same as a “probability requirement,” and “asks for more than a sheer possibility that a defendant has acted unlawfully.” *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 556).

DISCUSSION

I. Personal Jurisdiction

“A plaintiff seeking the exercise of personal jurisdiction over a nonresident defendant bears the initial burden of alleging in the complaint sufficient facts to make out a *prima facie* case of jurisdiction.” *United Techs. Corp. v. Mazer*, 556 F.3d 1260, 1274 (11th Cir. 2009). Personal jurisdiction is a two-step inquiry. First, the court determines whether Florida’s long-arm statute is satisfied. *See Del Valle v. Trivago GMBH*, 56 F.4th 1265, 1272 (11th Cir. 2022). If so, the court analyzes whether the assertion of personal jurisdiction over the defendant would comport with due process. *Id.*

At the first step, Plaintiff relies on Section 48.193(1)(a)(9) of Florida’s long-arm statute.¹ That Section provides that a person who “[e]nter[s] into a contract that complies with [Section] 685.102” thereby “submits . . . to the jurisdiction of the courts of this state for any cause of action arising from” the contract. Fla. Stat. § 48.193 (2025). In order to comply with Section 685.102,² a contract must:

- (1) Include a choice of law provision designating Florida law as the governing law, in whole or in part; (2) Include a provision whereby the non-resident agrees to submit to the jurisdiction of the courts of Florida; (3) Involve consideration of not less than \$250,000 or relate to an obligation arising out of a transaction involving in the aggregate not less than \$250,000; (4) Not violate the United States Constitution; and (5) Either bear a substantial or reasonable relation to Florida or have at least one of the parties be a resident of Florida or incorporated under the laws of Florida.

Corp. Creations Enters. LLC v. Brian R. Fons Att’y at L. P.C., 225 So. 3d 296, 301 (Fla. Dist. Ct. App. 2017); *see also Johnson v. Royal Caribbean Cruises Ltd.*, 474 F. Supp. 3d 1260, 1266 (S.D. Fla. 2020) (Altonaga, C.J.).

As courts in this Circuit have repeatedly held, Plaintiff’s reliance on Section 48.193(1)(a)(9) fails because she is not a party to the contract and because the contract expressly disclaims the creation of any “remedy, claim, or right of action” on behalf of third-parties “[o]ther than as expressly set forth herein.” [ECF No. 12-4 at 11]; *see Synder v. Royal Caribbean Cruises Ltd.*, 540 F. Supp. 3d 1175, 1180 (S.D. Fla. 2021) (relying on nearly identical third-party disclaimer language); *Singh v. Royal Caribbean Cruises Ltd.*, 576 F. Supp. 3d 1166, 1180 (S.D. Fla. 2021); *Giuliani v. NCL (Bahamas) Ltd.*, 558 F. Supp. 3d 1230, 1239 (S.D. Fla. 2021); *see also Lienemann v. Cruise Ship Excursions, Inc.*, 349 F. Supp. 3d 1269,

¹ Plaintiff has waived any argument that Huggins is subject to general jurisdiction in Florida. [See ECF No. 14 at 4]. Plaintiff also declined to offer any argument or authority in response to Defendants’ preemptive attack on Sections 48.193(1)(a)(1) and (4) of Florida’s long-arm statute. Accordingly, reliance on those provisions is deemed abandoned. *In re Jan. 2021 Short Squeeze Trading Litig.*, No. 21-02989-MDL, 2025 WL 1865945, at *1 (S.D. Fla. Apr. 8, 2025); *Luttrario v. City of Hollywood, Fla.*, 683 F. Supp. 3d 1361, 1370–71 (S.D. Fla. 2023); *Haasbroek v. Princess Cruise Lines, Ltd.*, 286 F. Supp. 3d 1352, 1357 n. 4 (S.D. Fla. 2017).

² Section 685.102 incorporates the requirements of Section 685.101. Many of the five requirements enumerated here come not from Section 685.102 but from Section 685.101.

1275 (S.D. Fla. 2018) (denying motion to dismiss for lack of personal jurisdiction where excursion agreement lacked third-party disclaimer language).³

Because Plaintiff fails at step one, the Court need not consider step two, the constitutional inquiry. If it were to conduct that analysis, however, the Court would find personal jurisdiction over Huggins constitutionally defective. Huggins's only alleged contact with Florida is its agreement with Oceania, whose principal place of business is Florida, which the Supreme Court and the Eleventh Circuit have found insufficient for the minimum contacts analysis. *See Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 478 (1985) ("If the question is whether an individual's contract with an out-of-state party *alone* can automatically establish sufficient minimum contacts in the other party's home forum, we believe the answer clearly is that it cannot.") (emphasis in original); *Diamond Crystal Brands, Inc. v. Food Movers Int'l, Inc.*, 593 F.3d 1249, 1268 (11th Cir. 2010) ("[I]t is settled that entering a contract with a citizen of another state, standing alone, does not automatically satisfy the minimum contacts test."). Plaintiff's jurisdictional argument fails at the starting line.

Accordingly, the Motion to Dismiss is due to be **GRANTED** as to Huggins.⁴

³ The Court also notes that Plaintiff would likely be unable to satisfy Section 48.193(1)(a)(9)'s fifth requirement even if she were a third-party beneficiary under the contract. No party to this action is a resident of Florida or incorporated under its laws. [*See* ECF No. 5 ¶¶ 6–8]. Nor does the action bear a substantial or reasonable relation to Florida. Rather, the agreement covers excursions conducted in Grenada. Plaintiff has not even alleged that the Oceania Vista departed from Florida or ever visited the state in the course of its voyage. The only alleged connection to Florida is that Oceania maintains its principal place of business in the state. Plaintiff has cited no authority for the proposition that a contract "bears a substantial or reasonable relation to Florida" on those facts.

⁴ The Court also denies Plaintiff's off-handed request for jurisdictional discovery. [ECF No. 14 at 7]. Plaintiff argues that discovery into the following subjects is jurisdictionally relevant: "the full text of TOA Sections 22–23 (choice of law and forum selection); the aggregate annual volume of excursion ticket sales between Huggins and Norwegian-brand entities; and the nature of Huggins' communications with Oceania's Florida-based shore excursion operations team in connection with vetting, audits, ticketing, and incident reporting." [*Id.*]. The full text of the relevant contract is already available, and courts have found the remaining subjects insufficient to justify jurisdictional discovery where additional evidence would not change the underlying fact that a plaintiff is not a third-party beneficiary under a contract. *See Synder*, 540 F. Supp. 3d at 1184 ("Even if true, Plaintiffs' allegations about Adrenaline's marketing activities do not change the underlying conclusion that, based on these facts, personal jurisdiction cannot be established over Adrenaline. Merely advertising in the forum

II. Motion to Dismiss

a. General Negligence (Count I) and Negligent Failure to Warn (Count VII)

To state a negligence claim, 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. *Chaparro v. Carnival Corp.*, 693 F.3d 1333, 1336 (11th Cir. 2012). Federal maritime law applies where, as here, the claim is based on an alleged tort occurring at an offshore location during the course of a cruise. *See Smolnikar v. Royal Caribbean Cruises, Ltd.*, 787 F. Supp. 2d 1308, 1315 (S.D. Fla. 2011) (citing *Doe v. Celebrity Cruises, Inc.*, 394 F.3d 891, 901 (11th Cir. 2004)).

Under maritime law, a ship owner “owes to all who are on board for purposes not inimical to his legitimate interests the duty of exercising reasonable care under the circumstances of each case.” *Keefe v. Bahama Cruise Line, Inc.*, 867 F.2d 1318, 1321 (11th Cir. 1989) (quoting *Kermarec v. Compagnie Generale Transatlantique*, 358 U.S. 625, 632 (1959)). This “requires, as a prerequisite to imposing liability, that the carrier have had actual or constructive notice of the risk-creating condition, at least where . . . the menace is one commonly encountered on land and not clearly linked to nautical adventure.” *Keefe*, 867 F.2d at 1322. Because cruise ship operators are common carriers with a “continuing obligation of care for their passengers,” *see Carlisle v. Ulysses Line Ltd. S.A.*, 475 So. 2d 248, 251 (Fla. 3d DCA 1985), their duty of care includes a duty to warn passengers of the “known dangers” which exist “beyond the point of debarkation in places where passengers are invited or reasonably

state without any other contact is insufficient to exercise personal jurisdiction.”). Plaintiff also failed to properly present her request for discovery. *See Thompson v. Carnival Corp.*, 174 F. Supp. 3d 1327, 1339 (S.D. Fla. 2016) (denying jurisdictional discovery where “plaintiff never formally moved the district court for jurisdictional discovery, but, instead, buried such requests in its briefs as a proposed alternative to dismissing defendant on the state of the current record”) (citing *United Techs. Corp. v. Mazer*, 556 F.3d 1260, 1280 (11th Cir.2009)). Finally, “Plaintiff is foreclosed from pursuing jurisdictional discovery in an attempt to marshal facts that [s]he ‘should have had—but did not—before coming through the courthouse doors.’” *Singh*, 576 F. Supp. 3d at 1182 (quoting *Lowery v. Ala. Power Co.*, 483 F.3d 1184, 1216 (11th Cir. 2007)).

expected to visit.” *Chaparro*, 693 F.3d at 1336. This duty “encompasses only ‘those dangers which are not apparent and obvious to the passenger.’” *Smolnikar*, 787 F. Supp. 2d at 1322–23 (quoting *Isbell v. Carnival Corp.*, 462 F. Supp. 2d 1232, 1237 (S.D. Fla. 2006)). Additionally, the duty to warn extends only to specific, known dangers particular to the places where passengers are invited or reasonably expected to visit, not to general hazards. *Aronson v. Celebrity Cruises, Inc.*, 30 F. Supp. 3d, 1379, 1392–93 (S.D. Fla. 2014) (citations omitted).

Plaintiff’s theory of notice relies on her allegations that Oceania maintained a safety program under which Oceania commits itself to safety as a “core pillar” of its business operations and implements protocols to ensure that vendors undertake similar commitments. [ECF No. 14 at 7–9]. Plaintiff’s theory fails for several reasons. To start, Plaintiff’s allegations concerning Oceania’s safety program are conclusory. Consider, for example, Plaintiff’s allegation that “OCEANIA represents that it employs structured supply chain management tools—including audits, in person reviews, performance scorecards, and corrective action protocols—to identify, measure, and mitigate safety risks posed by excursion operators.” [ECF No. 5 ¶ 21].

The problems with this allegation are manifold. First, it merely alleges that Oceania *represents* that it has tools to identify excursion safety risks. It does not allege that Oceania actually implements anything of the sort. Second, it says nothing about the application of a high-level safety policy to the particular Excursion at issue here, let alone to the particular “risk-creating condition.” *See Keefe*, 867 F.2d at 1322 (explaining that the applicable standard of reasonable care under maritime law “requires, as a prerequisite to imposing liability, that the carrier have had actual or constructive notice of *the risk-creating condition*”) (emphasis added). Plaintiff might have alleged that Oceania conducted an audit on such-and-such a date (or perhaps even that it must have conducted such an audit at some point) and

that an audit would have revealed the risk-creating condition.⁵ Plaintiff did not, however, which means that her “general representation[s],” divorced from any concrete application to the facts of this case, fail to plausibly allege that Defendant had notice of the particular risk-creating condition at issue in this action. *See Ceitbaml v. Celebrity Cruises, Inc.*, 207 F. Supp. 3d 1345, 1352 (S.D. Fla. 2016).⁶

b. Negligent Hiring/Retention (Count II)

Plaintiff’s negligent hiring and retention claims fails for a similar reason. The allegation that Oceania maintained “robust pre-approval and ongoing audit obligations,” [ECF No. 14 at 12], is insufficient as a matter of law to “show[] how [Oceania’s] approval process, inspections, or reviews could have placed [Oceania] on notice of the alleged dangerous condition[].” *Singh*, 576 F. Supp. 3d at 1184 (quoting *Sanlu Zhang v. Royal Caribbean Cruises, Ltd.*, No. 19-20773-CIV, 2019 WL 8895223, at *5 (S.D. Fla. Nov. 15, 2019)). “Simply alleging that [Oceania] undertook an initial approval process with the Excursion operator does not rise to the level of sufficient factual content to show that [Oceania] would have learned of the alleged dangers of insufficient supervision and/or care.” *Nichols v. Carnival Corp.*, 423 F. Supp.3d 1316, 1325 (S.D. Fla. 2019). This Court follows *Singh*, *Sanlu Zhang*, and *Nichols* in finding that allegations of high-level hiring and retention policies fail to adequately allege notice.

c. Negligent Misrepresentation (Count III)

To prevail on a negligent misrepresentation claim, Plaintiff must sufficiently allege:

(1) [the] misrepresentation of a material fact; (2) that the representor made the misrepresentation without knowledge as to its truth or falsity or under circumstances in which he ought to have known of its falsity; (3) that the representor intended that the misrepresentation induce another to act on it; and (4) that injury resulted to the party acting in justifiable reliance on the misrepresentation.”

⁵ To be sure, the Court does not hold that these allegations would be sufficient to withstand a motion to dismiss. They might, however, get the ball rolling.

⁶ The Court agrees with Defendant that Count VII is duplicative of Count I to the extent that Count I includes the allegation that Defendant “[f]ail[ed] to warn Plaintiff of the known or knowable hazard.” [ECF No. 5 ¶ 44(g)].

Fojtasek v. NCL (Bah.) Ltd., 613 F. Supp. 2d 1351, 1355 (S.D. Fla. 2009) (citing *Wallerstein v. Hospital Corp. of Am.*, 573 So.2d 9, 10 (Fla. 4th DCA 1990)). Where a plaintiff alleges reliance on advertisements, such reliance must be “reasonable and justified under the circumstances,” *Smith v. Mellon Bank*, 957 F.2d 856, 858 (11th Cir. 1992), and must show a “causal connection,” namely “that the wrong [committed by the defendant] was the proximate cause of [the plaintiff’s] injury or damage.” *Vance v. Indian Hammock Hunt & Riding Club*, 403 So. 2d 1367, 1370 (Fla. 4th DCA 1981). Since negligent misrepresentation is an allegation of fraud, it is also subject to the heightened pleading standard under Rule 9(b) of the Federal Rules of Civil Procedure, which requires a plaintiff to establish the “who, what, when[,] where, and how” of the fraud. *Garfield v. NDC Health Corp.*, 466 F.3d 1255, 1262 (11th Cir. 2006). The who, what, when, where, and how must include:

(1) precisely what statements were made in what documents or oral representations or what omissions were made, and (2) the time and place of each statement and the person responsible for making (or in the case of omissions, not making) same, and (3) the content of such statement and the manner in which they misled plaintiff, and (4) what the defendants obtained as a consequence of the fraud.

Ziemba v. Cascade Intern., Inc., 256 F.3d 1194, 1202 (11th Cir. 2001) (quoting *Brooks v. Blue Cross and Blue Shield of Florida, Inc.*, 116 F.3d 1364, 1371 (11th Cir. 1997)).

Plaintiff alleges that Oceania “represented to passengers, including Plaintiff, that its shore excursions were curated, vetted, and managed under rigorous safety and governance standards,” and that “[t]hese representations concerned existing operational practices and safety oversight, were made in the course of OCEANIA’s business, and were intended to induce passengers to purchase excursions.” [ECF No. 5 ¶¶ 55–56]. The Complaint does not satisfy Rule 9(b)’s heightened pleading standard because it fails to allege the precise statements at issue, who made the statements, or when they were made. See *Ceithaml*, 207 F. Supp. 3d at 1353–54 (dismissing negligent misrepresentation claim in cruise ship negligence action where plaintiff failed to allege when the representations were made, any facts about the speaker(s) of the allegedly false statements, and did not identify the precise

statements themselves); *see also Gayou v. Celebrity Cruises, Inc.*, No. 11-23359-CIV, 2012 WL 2049431, at *6–8 (S.D. Fla. June 5, 2012) (same).

d. Apparent Agency (Count IV) and Negligence as to Huggins (Count VI)

Plaintiff asserts a claim of negligence directly against Huggins and seeks to hold Oceania liable for that negligence under a theory of apparent agency. Defendants argue that Plaintiff fails to state a claim for negligence as to Huggins and also fails to adequately plead facts alleging a relationship of apparent agency between Oceania and Huggins. The Court agrees with Defendants' arguments.

“[T]o hold a principal liable for the negligence of an apparent agent, a plaintiff must sufficiently allege the elements of apparent agency in addition to the elements of the underlying negligent act of the agent for which the plaintiff seeks to hold the principal liable.” *Rojas v. Carnival Corp.*, 93 F. Supp. 3d 1305, 1311 (S.D. Fla. 2015). Plaintiff failed to plead negligence as to Huggins because, as Defendant argues, the Amended Complaint does not allege that Huggins was on notice of the allegedly dangerous condition. [ECF No. 12 at 24]. Because Plaintiff failed to respond to that argument, the Court may treat it as abandoned. *Med-Stop, Inc. v. Vandutch, Inc.*, No. 23-CV-21875, 2025 WL 26731, at *3 (S.D. Fla. Jan. 3, 2025) (quoting *Hamilton v. Southland Christian Sch., Inc.*, 680 F.3d 1316, 1319 (11th Cir. 2012)) (“[T]he Eleventh Circuit has repeatedly held [that] ‘the failure to make arguments and cite authorities in support of an issue waives it.’”); *see also In re Egidì*, 571 F.3d 1156, 1163 (11th Cir. 2009)). Considering the argument on the merits, the Court agrees that the Complaint fails to allege that Huggins was on notice of the allegedly dangerous condition. Plaintiff does not allege actual notice or facts sufficient to allege constructive notice, for example, that similar accidents had occurred in the past or that the allegedly dangerous condition had existed for a long enough period of time. Accordingly, Plaintiff fails to adequately allege a negligence claim as to Huggins. Because Plaintiff fails to plead an underlying cause of action, Plaintiff's claim for apparent agency necessarily fails. *Rojas*, 93 F. Supp. 3d at 1311.

Plaintiff has also failed to adequately allege the elements of apparent agency. “Apparent agency will be 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.” *Doonan v. Carnival Corp.*, 404 F. Supp. 2d 1367, 1371 (S.D. Fla. 2005). As to element two, Plaintiff relies on Paragraph 62 of the Complaint, which alleges that “Plaintiff reasonably believed HUGGINS was acting on behalf of OCEANIA and relied on OCEANIA’s manifestations of control and quality assurance.” [ECF No. 14 at 15]. Paragraph 62 is a conclusory allegation that provides insufficient factual material for the Court to reasonably infer the existence of an apparent-agency relationship between Oceania and Huggins. Accordingly, the Complaint fails to adequately plead the elements of apparent agency.

e. Joint Venture (Count V)

To prevail on a joint-venture theory of liability, a plaintiff must show: “(1) a community of interest in the performance of a common purpose; (2) joint control or right of control; (3) a joint proprietary interest in the subject matter; (4) a right to share in the profits; and (5) a duty to share in any losses which may be sustained.” *Fojtasek v. NCL (Bahamas) Ltd.*, 613 F. Supp. 2d 1351, 1357 (S.D. Fla. 2009) (citing *Austin v. Duval County School Bd.*, 657 So. 2d 945, 948 (Fla. 1st DCA 1995)). “As an initial matter, . . . joint venture [is] not [a] cause[] of action; [but rather a] theor[y] of vicarious liability.” *Stetzenbach v. Royal Caribbean Cruises, Ltd.*, No. 18-CV-25382-UU, 2019 WL 13233574, at *2 (S.D. Fla. Mar. 1, 2019) (citing *Barabe v. Apax Partners Europe Managers, Ltd.*, 359 F. App’x 82, 84 (11th Cir. 2009)). “This is sufficient grounds to dismiss this claim and require Plaintiff to replead.” *Id.* (citing *Barabe*, 359 F. App’x at 84). Moreover, the Court has already found that Plaintiff failed to adequately allege an underlying cause of action as to either Oceania or Huggins, again meriting dismissal of this “claim.” *See Lapidus v. NCL Am. LLC*, No. 12-21183-CIV, 2012 WL 2193055, at *6 (S.D. Fla. June 14, 2012)

(“These allegations coupled with those concerning the other elements of joint venture are sufficient to state a claim for joint venture *so long as Plaintiff adequately repleads the negligence claim.*”) (emphasis added).

CONCLUSION

For the reasons set forth above, it is hereby **ORDERED AND ADJUDGED** that the Motion [ECF No. 12] is **GRANTED**. The Amended Complaint is **DISMISSED WITHOUT PREJUDICE**. Plaintiff is granted leave to file a second amended complaint no later than July 17, 2026.

DONE AND ORDERED in the Southern District of Florida on June 30, 2026.



DAVID S. LEIBOWITZ
UNITED STATES DISTRICT JUDGE

cc: counsel of record