

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI-DADE DIVISION

CASE NO.: 11-cv-20115-KING

STOYAN IVANOV INDZHOV,

Plaintiff,

v.

PRINCESS CRUISE LINES, LTD.,

Defendant.

ORDER GRANTING DEFENDANT'S MOTION TO COMPEL ARBITRATION

THIS CAUSE is before the Court upon Defendant's Motion to Compel Arbitration (DE #4), filed January 19, 2011.¹ The Court, having considered the Motion and the legal arguments of the parties, finds that Defendant's Motion shall be granted under the same arbitration analysis applied by this Court in *Orozco v. Princess Cruise Line, Ltd.*, No. 10-23276-CV-KING, 2010 WL 3942854 (S.D. Fla. Oct. 7, 2010).² Plaintiff has cited no basis for varying this Court's earlier decision as to the arbitrability of such an action.

Accordingly, after careful consideration and the Court being otherwise fully advised, it is **ORDERED, ADJUDGED, and DECREED** that:

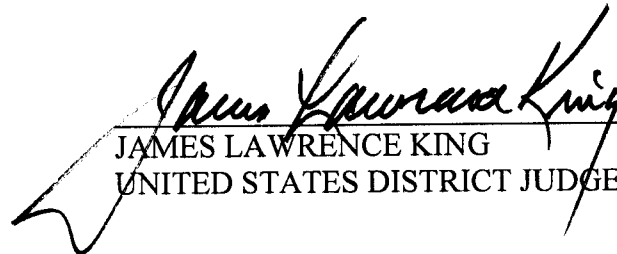
1. Defendant's Motion to Compel Arbitration (DE #4) is hereby **GRANTED in PART.**

¹ The parties have thoroughly briefed the issues raised by Defendant's Motion: Plaintiff filed a Response (DE #9) on February 3, 2011, to which Defendant filed its Reply (DE #13) on February 17, 2011. As such, the underlying motion is ripe for determination.

² Insomuch as Plaintiff's claim for Maintenance and Cure does not arise under United States statutory law, the Court holds that American general maritime common law should be applied by the arbitrator where necessary.

2. The choice of law provision is hereby **STRICKEN** from Plaintiff's Principle Terms and Conditions of Employment and shall be treated by the parties as null and void.
3. Plaintiff's claims shall be **SUBMITTED TO ARBITRATION** in accordance with the arbitration clause of the Acceptance of Terms and Conditions and the Principle Terms and Conditions of Employment, and the arbitrator shall **APPLY** United States statutory and general maritime common law.
4. The above-styled matter is **STAYED**. The Clerk shall **ADMINISTRATIVELY CLOSE** this case.
5. The Court **RETAINS** jurisdiction for enforcement of the arbitral award, if appropriate.

DONE AND ORDERED in Chambers at the James Lawrence King Federal Justice Building and United States Courthouse, Miami, Dade County, Florida, this 28th day of February, 2011.


JAMES LAWRENCE KING
UNITED STATES DISTRICT JUDGE

Cc:

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