

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No.:

BELINDA CAMPBELL,

Plaintiff,

vs.

NCL (Bahamas) L.T.D. d/b/a NCL

Defendant.

DEFENDANT NCL BAHAMAS LTD'S NOTICE OF REMOVAL

COMES NOW, Defendant NCL BAHAMAS LTD. (hereinafter, "NCL"), by and through undersigned counsel, and pursuant to 9 U.S.C. §205, 28 U.S.C. §1441 and Federal Rule of Civil Procedure 81(c), and hereby respectfully files this Petition of Removal and as grounds thereof states as follows:

1. NCL exercises its right under 9 U.S.C. §201, *et. seq.* to remove this action from the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida in which the action is now pending under the certain case styled *Belinda Campbell v. NCL (Bahamas) L.T.D. d/b/a NCL.*, Case No.: 11-13095-CA-25 to the United States District Court for the Southern District of Florida.
2. Title 9 U.S.C. §205 provides for the removal of claims filed in state court relating to arbitration agreements falling under the United Nations Convention on Recognition and Enforcement of Foreign Arbitral Awards (hereinafter, "The Convention") at any time before trial:

Where the subject matter of an action or proceeding pending in a state court relates to an arbitration agreement or an award falling under the Convention, the defendant or defendants may, at any time before the trial thereof, remove such action or proceeding to the district court of the United States for the district embracing the place where the action or proceeding is pending.

9 U.S.C. §205 (emphasis added).

3. On September 21, 2008, Plaintiff Belinda Campbell (hereinafter, "CAMPBELL") entered into a commercial relationship with NCL by signing a written employment contract (hereinafter, "Employment Contract") which states "[CAMPBELL] agrees to be so employed and to abide by the terms and conditions of this Employment Agreement." A copy of the Employment Contract is attached hereto as "Exhibit A."
4. The Employment Contract contains an arbitration provision which requires that all claims, grievances, and disputes, including, but not limited to, those of personal injury, Jones Act, and maintenance and cure, be resolved by binding arbitration pursuant to The Convention in Miami, Florida, in the employee's country of citizenship or, if, and only if, arbitration is unavailable under The Convention in that country, in the Bahamas. Exhibit A, ¶¶10, 15.
5. Plaintiff CAMPBELL is a citizen of Australia. *See* Exhibit A.
6. Defendant NCL is a Bahamian limited liability company.
7. Both Australia and the Bahamas are signatories of The Convention.
8. As there is a written arbitration agreement between non-U.S. citizens arising out of a commercial relationship which provides for arbitration to take place within the territory of a signatory of The Convention, removal is proper under 9 U.S.C. §§203 and 205 as

this is a civil action brought in State Court over which the Federal District Courts would have original jurisdiction had the action been commenced in Federal Court.

9. The Federal District Courts were given original jurisdiction over the factual and legal issues of this action in that it arose under the law and treaties of the United States as provided in 9 U.S.C. §203.
10. Federal question jurisdiction is specifically granted to disputes arising under The Convention pursuant to 9 U.S.C. §203.
11. In accordance with 9 U.S.C. §205, this Notice of Removal has been filed prior to trial and the action pending in State Court relates to an arbitration agreement falling under The Convention.
12. Pursuant to the provisions of 28 U.S.C. §1446, Defendant NCL attaches and incorporates herein copies of:
 - a. The Docket Sheet for the state court filing (Attached hereto as “Exhibit B”).
 - b. The Complaint filed in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, bearing Case No.: 11-13095-CA-25 (Attached hereto as “Exhibit C”).
 - c. Civil Action Summons served upon Defendant NCL on April 29, 2011 (Attached hereto as “Exhibit D”).
 - d. Plaintiff CAMPBELL’s First Set of Interrogatories (Attached hereto as “Exhibit E”).
 - e. Plaintiff CAMPBELL’s Initial Request for Production to NCL (Attached hereto as “Exhibit F”).
 - f. Plaintiff CAMPBELL’s Initial Request for Production to Defendant NCL (Attached hereto as “Exhibit H”).

13. Written notice of this petition will be provided to Plaintiff CAMPBELL's counsel as required by law.

14. A true cope of this Petition for Removal will be filed with the Clerk of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida as provided by law.

WHEREFORE, Defendant NCL respectfully requests this Honorable Court to (1) remove this action from the Circuit Court; (2) accept jurisdiction of this action; and (3) place the action on the docket of this Court for further proceedings, the same as if this action had originally been executed in this Court.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May ³¹____, 2010, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record identified on the attached service list in the manner specified, either via transmission Notices of Electronic Filing generated by CM/ECF and, by mail for counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

RESPECTFULLY SUBMITTED,
McALPIN CONROY, P.A.
80 SW 8th Street, Suite 2805
Miami, Florida 33130
Telephone: 305-810-5400
Facsimile: 305-810-5401

By: /s/ Richard J. McAlpin
RICHARD J. McALPIN
Florida Bar No.: 438420
RMcAlpin@McAlpinConroy.com
KASSANDRA C. DOYLE
Florida Bar No.: 68645
KDoyle@McAlpinConroy.com



SERVICE LIST

Belinda Campbell v. NCL (Bahamas) Ltd. d/b/a NCL

CASE NO.: _____

United States District Court, Southern District of Florida

Robert C. Gross

Counsel for Belinda Campbell
Robert C. Gross, P.A.
9400 S. Dadeland Blvd., Suite 300
Miami, Florida 33156
Telephone: 305-670-9009
Facsimile 305-670-8009.