

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
VIRGINIA, RICHMOND DIVISION

Holly v. Hilton Worldwide Holdings, Inc., et al.

Holly · No. 3:25-cv-00514 · Decided February 5, 2026

SUMMARY

The United States District Court for the Eastern District of Virginia granted Playa Management USA, LLC’s motion to dismiss claims arising from an injury at a Jamaican resort. The court held that the plaintiff’s signed guest registration card contained a mandatory and reasonable forum-selection clause requiring claims to be brought in Jamaica under Jamaican law. The dismissal was without prejudice, and the defendant’s motion to stay was denied as moot.

CASE DETAILS

COURT	United States District Court for the Eastern District of Virginia, Richmond Division
JURISDICTION	United States District Court for the Eastern District of Virginia, Richmond Division
DECIDED	February 5, 2026
DOCKET	3:25-cv-00514
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff brought negligence, gross negligence, and failure-to-warn premises-liability claims in federal court. Defendant Playa Management USA, LLC moved to dismiss based on a forum-selection clause, forum non conveniens, and lack of personal jurisdiction.
STANDARD OF REVIEW	On a motion to dismiss seeking enforcement of a forum-selection clause, the court determines whether the clause is mandatory and, if so, whether enforcement would be unreasonable. In resolving forum non conveniens issues, the court may consider evidence outside the complaint.
PRECEDENTIAL VALUE	unpublished memorandum order; precedential status unknown
PARTIES	Tammy Lynn Holly v. Playa Management USA, LLC, Hilton Worldwide Holdings, Inc., Hilton Domestic Operating Company, Inc., Hilton Resorts Corp., Playa Hotels & Resorts N.V.

TOPICS

motions to dismiss

forum non conveniens

personal jurisdiction

contracts

negligence

PRACTICE AREAS

civil procedure

contracts

torts

QUESTIONS PRESENTED

1. Whether the guest-registration card contained a mandatory forum-selection clause requiring claims to be litigated in Jamaica.
2. Whether the forum-selection clause was unreasonable because it was allegedly nonnegotiated, inconvenient, deprived Holly of a remedy, or contravened public policy.
3. Whether PMUSA, a nonsignatory to the guest-registration agreement, could enforce the forum-selection clause.
4. Whether the action against PMUSA should be dismissed without reaching forum non conveniens or personal-jurisdiction arguments.

HOLDINGS

1. The clause was mandatory because it required any incident, claim, or legal proceeding to be submitted to the exclusive jurisdiction of the Jamaican courts.
2. The forum-selection clause was prima facie valid and reasonable because Holly did not establish fraud or overreaching, deprivation of her day in court or a remedy, or a violation of public policy.
3. PMUSA could enforce the forum-selection clause even though it did not sign the guest-registration card because it was closely related to the dispute and it was foreseeable that it would be bound.
4. The court could dismiss based on the forum-selection clause without resolving PMUSA's alternative forum non conveniens and personal-jurisdiction arguments.

KEY QUOTATIONS

“And when the clause mandates a forum outside the United States’s federal court system, it “should be given controlling weight in all but the most exceptional circumstances,”” (II.A)

“A mandatory forum selection clause contains language unambiguously indicating that the venue indicated is the exclusive venue in which claims can be brought.” (II.B.1)

“Holly may very well deserve compensation for her injuries. But because of the forum selection clause she signed, this Court will not opine on that question. A Jamaican court should.” (III)

FACTUAL BACKGROUND

Tammy Lynn Holly, a Texas resident, stayed at the Hilton Rose Hall Resort & Spa in Montego Bay, Jamaica, where she signed a guest registration card containing a clause requiring claims relating to hotel services to be brought exclusively in Jamaican courts under Jamaican law. During her stay, a large palm-tree branch allegedly

struck her shoulder, causing injuries, lost income, and vacation-related expenses. The resort allegedly had only unlicensed medical staff on site.

PROCEDURAL HISTORY

Holly filed suit in the Eastern District of Virginia on July 7, 2025, alleging injuries sustained at a Jamaican resort. PMUSA moved to dismiss and separately moved to stay the proceedings pending resolution of the dismissal motion. The court granted dismissal of PMUSA without prejudice based on the mandatory and reasonable forum-selection clause and denied the stay motion as moot.

DISPOSITION

dismissed

CASES CITED

- Van Cauwenberghe v. Biard, 486 U.S. 517, 529 (1988)
- Atlantic Marine Construction Co. v. U.S. District Court for the Western District of Texas, 571 U.S. 49, 60, 63 (2013)
- AdvanFort Co. v. Zamil Offshore Services Co., 134 F.4th 760, 767 (4th Cir. 2025)
- Trustgard Insurance Co. v. Collins, 942 F.3d 195, 201 (4th Cir. 2019)
- Sinochem International Co. v. Malaysia International Shipping Corp., 549 U.S. 422, 430, 436 (2007)
- Orion Worldwide Travel, LLC v. Commonwealth Foreign Exchange, Inc., No. 1:09-cv-1148, 2009 WL 4064109, at *2, *3-*4 (E.D. Va. Nov. 20, 2009)
- M/S Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 10 (1972)
- Allen v. Lloyd's of London, 94 F.3d 923, 928 (4th Cir. 1996)
- Servicios Latinos, Inc. v. Gomez, No. 2:24-cv-182, 2024 WL 4702816, at *4 (E.D. Va. Nov. 6, 2024)
- Garrett v. Gulf Stream Coach, Inc., No. 3:08-cv-792, 2009 WL 936297, at *3 (E.D. Va. Apr. 7, 2009)
- Carrelo v. Keystone RV Co., No. 3:23-cv-661, 2024 WL 3732463, at *10 (E.D. Va. Aug. 6, 2024)
- Carnival Cruise Lines, Inc. v. Shute, 499 U.S. 585, 593-94 (1991)
- Rice Contracting Corp. v. Callas Contractors, Inc., No. 1:08-cv-1163, 2009 WL 21597, at *4 (E.D. Va. Jan. 2, 2009)
- The Hipage Co. v. Access2Go, Inc., 589 F. Supp. 2d 602, 613 (E.D. Va. 2008)
- Shiern v. Villa Mora Cottages Ltd., [2012] JMCA 20

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