

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Susan Aileen Wedin v. Carnival Corporation

No. 2:24-cv-08035-ODW (JPRx) (C.D. Cal. June 10, 2025) · No. 2:24-cv-08035-ODW (JPRx) · Decided June 10, 2025

SUMMARY

The United States District Court for the Central District of California grants Defendants’ motion for summary judgment on the ground that Plaintiffs’ negligence claim against Princess is barred by the one-year limitation period in the cruise passage contract. The Court also grants in part the motion to dismiss, addressing the enforceability and reasonable communication of the contractual limitation and related arguments concerning equitable tolling.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Otis D. Wright, II
JURISDICTION	United States District Court for the Central District of California
DECIDED	June 10, 2025
DOCKET	2:24-cv-08035-ODW (JPRx)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs brought negligence and related claims arising from an injury aboard a cruise ship. Defendants moved to dismiss under Rule 12(b)(6), alternatively seeking conversion to summary judgment on the statute-of-limitations issue. The court converted the motion in part, granted summary judgment for Princess, and granted in part the motion to dismiss as to Carnival and punitive damages.
STANDARD OF REVIEW	On summary judgment, the court applied Rule 56 and asked whether there was any genuine dispute of material fact and whether the movant was entitled to judgment as a matter of law, viewing evidence and reasonable inferences in the light most favorable to the nonmovant. On the Rule 12(b)(6) motion, the court accepted well-pleaded factual allegations as true, construed them favorably to plaintiffs, and applied the plausibility standard under Rules 8(a)(2) and 12(b)(6).
PRECEDENTIAL VALUE	unpublished district court order; persuasive but not binding precedent

PARTIES

Susan Aileen Wedin, Robert Wedin v. Carnival Corporation, Princess Cruise Lines, Ltd.

TOPICS

admiralty

summary judgment

motions to dismiss

statute of limitations

negligence

PRACTICE AREAS

admiralty

civil procedure

personal injury

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QUESTIONS PRESENTED

1. Whether the motion to dismiss should be converted to a motion for summary judgment on the time-bar issue when the parties submitted and relied on evidence outside the pleadings.
2. Whether federal maritime law governed the injury and passage contract.
3. Whether the passage contract's one-year limitation period was reasonably communicated, enforceable, and applicable to bar the negligence claim against Princess.
4. Whether equitable tolling excused plaintiffs' failure to sue within the contractual one-year period.
5. Whether the First Amended Complaint stated a negligence claim against Carnival and a derivative loss-of-consortium claim.
6. Whether plaintiffs' request for punitive damages should be dismissed with prejudice after plaintiffs conceded that the request had been removed.

HOLDINGS

1. A motion to dismiss may be converted to a motion for summary judgment on a discrete issue when the parties submit and rely on materials outside the pleadings, the nonmoving party has notice of the proposed conversion, and the party receives a reasonable opportunity to present pertinent material.
2. Federal maritime law governed the cruise-ship injury and passage contract, and the passage contract's clearly stated one-year limitation period was reasonably communicated and enforceable; therefore, the negligence claim against Princess filed more than one year after the injury was time-barred.
3. Equitable tolling did not excuse plaintiffs' untimely negligence claim against Princess because plaintiffs had notice of the contractual deadline, did not demonstrate diligence sufficient to justify tolling, and did not show that an extraordinary circumstance prevented timely filing.
4. The First Amended Complaint failed to state a negligence claim against Carnival because it named Carnival but pleaded no facts connecting Carnival to the alleged negligence or explaining its relationship to Princess; the derivative loss-of-consortium claim therefore also failed at that stage.
5. The request for punitive damages was dismissed with prejudice because plaintiffs conceded the request had been removed from the First Amended Complaint and intended to withdraw it.

KEY QUOTATIONS

“On a Rule 12(b)(6) motion, if “matters outside the pleadings are presented to and not excluded by the court,” the motion must be treated as a Rule 56 summary judgment motion” (at 3)

“Summary judgment is proper where “the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.”” (at 5)

“In order for a contractual limitation contained in a passage contract to be binding, the passage contract must ‘reasonably communicate the limitation so that a passenger can become meaningfully informed of its terms.’” (at 8)

“If Plaintiffs do not timely amend, this dismissal shall be deemed a dismissal with prejudice.” (at 18)

FACTUAL BACKGROUND

On September 19, 2022, Susan Wedin was injured while participating in a physically demanding game aboard Princess's cruise ship, the Grand Princess, on international waters. Employees required participants to keep their hands behind their backs without announcing that the game would be physically demanding, and Wedin fell and struck her face and head. Plaintiffs alleged negligence based on a failure to provide a safe environment and sought compensatory, punitive, and loss-of-consortium damages.

PROCEDURAL HISTORY

Susan Wedin initially filed suit against Carnival and Princess and later filed a First Amended Complaint adding Robert Wedin as a plaintiff seeking loss-of-consortium damages. Defendants moved to dismiss the claims as time-barred and inadequately pleaded, submitting the passage contract. After notice and an opportunity for supplemental briefing and evidence, the court converted the time-bar issue to summary judgment. The court entered summary judgment for Princess on the negligence claim, dismissed the claims against Carnival with leave to amend, and dismissed the punitive-damages request with prejudice.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand. Plaintiffs may file a Second Amended Complaint within 21 days, limited to Wedin's negligence claim against Carnival and Robert Wedin's loss-of-consortium claim against Carnival. If they do not timely amend, the dismissal will be deemed with prejudice.

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678-79 (2009)
- Addisu v. Fred Meyer, Inc., 198 F.3d 1130, 1134 (9th Cir. 2000)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 250 (1986)
- Archer v. Carnival Corp., No. 2:20-cv-04203-RGK (SKx), 2020 WL 6260003, at *5-6 (C.D. Cal. Oct. 20, 2020)

- Archer v. Carnival Corp., No. 2:20-cv-04203-RGK (SKx), 2020 WL 7314847, at *6 (C.D. Cal. Dec. 8, 2020)
- Balistreri v. Pacifica Police Dep't, 901 F.2d 696, 699 (9th Cir. 1990)
- Cal. Architectural Bldg. Prods., Inc. v. Franciscan Ceramics, Inc., 818 F.2d 1466, 1468 (9th Cir. 1987)
- Carnival Cruise Lines, Inc. v. Shute, 499 U.S. 585, 593, 595 (1991)
- Celotex Corp. v. Catrett, 477 U.S. 317, 325 (1986)
- Chan v. Society Expeditions, Inc., 123 F.3d 1287, 1292 (9th Cir. 1997)
- Dempsey v. Norwegian Cruise Line, 972 F.2d 998, 999-1000 (9th Cir. 1992)
- Garaux v. Pulley, 739 F.2d 437, 439-40 (9th Cir. 1984)
- Grubart v. Great Lakes Dredge & Dock Co., 513 U.S. 527, 542 (1995)
- In re Mission Bay Jet Sports, LLC, 570 F.3d 1124, 1126 (9th Cir. 2009)
- Irwin v. Dep't of Veterans Affs., 498 U.S. 89, 96 (1990)
- Jinkins v. Temecula Towne Ctr. Assocs., LLC, No. 5:18-cv-02281-PSG (KKx), 2019 WL 1652086, at *2 (C.D. Cal. Feb. 15, 2019)
- Johnson v. Henderson, 314 F.3d 409, 414 (9th Cir. 2002)
- Lano v. Carnival Corp., No. 2:13-cv-01718-PA (JCGx), 2013 WL 12171096, at *2 (C.D. Cal. July 31, 2013)
- Lee v. City of Los Angeles, 250 F.3d 668, 679 (9th Cir. 2001)
- Lucas v. Dep't of Corrs., 66 F.3d 245, 248 (9th Cir. 1995)
- Maa v. Carnival Corp., No. 2:20-cv-6341-DSF (SKx), 2020 WL 5633425, at *8 (C.D. Cal. Sept. 21, 2020)
- O'Connor v. Sheraton Operating Corp., No. 8:10-cv-00291-CJC (ANx), 2010 WL 11515257, at *3 (C.D. Cal. July 14, 2010)
- Olsen v. Idaho State Bd. of Med., 363 F.3d 916, 922 (9th Cir. 2004)
- Osborn v. Princess Tours, Inc., No. 2:95-cv-04584-DT (CTx), 1996 WL 364724, at *2-3 (C.D. Cal. Feb. 5, 1996)
- Pace v. DiGuglielmo, 544 U.S. 408, 418 (2005)
- Paturzo v. Bos. Sci. Corp., No. 8:16-cv-2174-JLS (KESx), 2017 WL 8220706, at *3-5 (C.D. Cal. Sept. 5, 2017)
- Pearson v. LoanCare, LLC, No. 2:23-cv-03882-DSF (MRWx), 2023 WL 9687606, at *4 (C.D. Cal. Dec. 12, 2023)
- Pickern v. Pier 1 Imports (U.S.), Inc., 457 F.3d 963, 968-69 (9th Cir. 2006)
- Porter v. Jones, 319 F.3d 483, 494 (9th Cir. 2003)
- Raspberry v. Garcia, 448 F.3d 1150, 1154 (9th Cir. 2006)
- Scott v. Harris, 550 U.S. 372, 378 (2007)
- Sprewell v. Golden State Warriors, 266 F.3d 979, 988 (9th Cir. 2001)
- Taghadomi v. United States, 401 F.3d 1080, 1087 (9th Cir. 2005)
- Wallis v. Princess Cruises, Inc., 306 F.3d 827, 834-36, 839-41 (9th Cir. 2002)

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