UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 19-23590-CIV-BLOOM

HAVANA DOCKS CORPORATION,

Plaintiff,

vs.

ROYAL CARIBBEAN CRUISES LTD.,

Defendant.
_____/

DEFENDANT'S MOTION FOR JUDGMENT ON THE PLEADINGS

Defendant Royal Caribbean Cruises Ltd. ("Royal Caribbean"), pursuant to Rule 12(c) of the Federal Rules of Civil Procedure, moves for the entry of judgment on the pleadings in its favor. The grounds for this Motion are:

This Court has twice ruled that Plaintiff, whose concession relating to property at the port in Havana, Cuba expired in 2004, cannot assert claims for alleged violations of the LIBERTAD Act, 28 U.S.C. §§6021 *et seq.*, against a cruise line that began cruise service to Havana *after* 2004. *See Havana Docks Corp. v. MSC Cruises SA Co. et al.*, No. 19-CIV-23588-BLOOM (S.D. Fla Jan. 6, 2020) (DE 40); *Havana Docks Corp. v. Norwegian Cruise Line Holdings, Ltd.*, No. 19-CIV-23591-BLOOM (S.D. Fla. Jan. 7, 2020) (DE 42).

In this action, just like in the MSC and NCL actions, Plaintiff alleges that it owns an interest in certain property (the "Subject Property") located at the port in Havana, Cuba (DE 1, ¶¶7, 12). As Plaintiff conceded in the MSC and NCL actions – and as the Court found in those actions – the interest to which Plaintiff refers is a concession that expired in 2004.

In this action, Plaintiff alleges in its single-count Complaint – just like it alleged in the complaints it filed in the MSC and NCL actions – that Royal Caribbean is liable to Plaintiff for violations of the LIBERTAD Act because Royal Caribbean embarked and disembarked cruise passengers at the Subject Property. Plaintiff alleges – and Royal Caribbean admits – that Royal Caribbean did not begin its cruise service to Havana until April 2017 (*Id.*; *see also* DE 16, ¶13 (Royal Caribbean's Answer)). That means that in this action, just like in the MSC and NCL actions, such cruise service began *after* the expiration of Plaintiff's concession for the Subject Property.

"Judgment on the pleadings is appropriate when there are no material facts in dispute, and judgment may be rendered by considering the substance of the pleadings and any judicially noticed facts." *See Hawthorne v. Mac Adjustment, Inc.*, 140 F.3d 1367, 1370 (11th Cir. 1998). As framed by Plaintiff's Complaint and Royal Caribbean's answer to the Complaint, there is no dispute that Royal Caribbean began its cruise service to Havana in 2017, which was years after the expiration of Plaintiff's concession for the Subject Property.[1] That undisputed timing means that – as the Court ruled in the MSC and NCL actions – Plaintiff cannot assert a claim against Royal Caribbean for violations of the LIBERTAD Act. Royal Caribbean is thus entitled to judgment on the pleadings.

For these reasons, and for the reasons stated in the Court's orders of dismissal in the MSC and NCL actions, Royal Caribbean respectfully requests the entry of judgment on the pleadings in its favor.

[1] In addition to admitting Plaintiff's factual allegation that Royal Caribbean did not begin its cruise service to Havana until April 2017 (DE 16, ¶13), Royal Caribbean's second affirmative defense alleges that "Plaintiff's claim is barred because Plaintiff's concession for the Subject Property expired years before Royal Caribbean's use of the Subject Property began."

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of January 2020, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF System.

By: /s/ Scott D. Ponce