A cruise line employee who was drugged and raped by other employees, and whose employer failed to provide her with proper medical treatment and interfered with her obtaining medical treatment ashore, was compelled to arbitrate claims against her employer that related to her employment status, the 11th U.S. Circuit Court of Appeals held.

Jane Doe worked as a bar server on Princess Cruise Lines’ M/S Star Princess. On June 20, 2009, Doe attended a cabin party with fellow crewmembers where someone handed her a drink containing a drug that rendered her unconscious. When Doe came to, she realized that she had been raped.

After informing the personnel manager, Doe was interrogated by male officers and supervisors who required her to repeatedly recount the details of the rape. When Doe was finally allowed to go to the ship’s infirmary, more than 24 hours after reporting the rape, she tested positive for one of the so-called date-rape drugs. On June 23, a crewmember admitted engaging in “sex” with Doe without using a condom, yet the ship’s doctor failed to administer medication to counteract the risk of sexually transmitted diseases.

Doe asked officers of the cruise line for medical treatment, who responded by berating her and attempting to force her to choose between remaining on the ship and returning to her native Russia. Doe was finally allowed off the ship on July 13 and treated at a hospital in Seattle. On Aug. 31, the cruise line flew Doe back to Russia without providing her with any medical care, counseling or assistance of any kind.

Doe asserted 10 claims against Princess Cruise. When Doe went to work for Princess Cruise, she signed an agreement that contained an arbitration provision for all disputes “relating to or in any way arising out of or connected with … services performed for the company.” Princess Cruise sought to compel arbitration of all counts contending that they fell within the scope of the arbitration provision. The cruise line described a ship as the very “framework” of the seaman’s existence, and as a result Doe was “continually in the service of the vessel and subject to the call of duty at any time.” The district court ruled that the dispute did not arise out of her employment and therefore was beyond the scope of the arbitration provision.

Characterizing the arbitration provision as “broad, but not limitless,” the 11th Circuit stated that if the cruise line had wanted a broader arbitration provision, it should have left the scope of it at “any and all disputes, claims, or controversies whatsoever.” If the language about employment and services as an employee did not limit the scope of the arbitration provision it would have no purpose, and that, remarked the court, is “an interpretative no-no.”

The 11th Circuit determined that Doe’s five common law tort claims including false imprisonment, intentional infliction of emotional distress and invasion of privacy were not “an immediate, foreseeable result of the performance” of her services as an employee, and therefore were not within the scope of the arbitration clause.

However, the court found that Doe’s five other counts were dependent on her status as a seaman employed by the cruise line and so fell within the scope of the arbitration clause. Those five claims included allegations that Princess Cruise
failed to provide a safe place to work, failed to provide complete medical treatment and cure, and failed to timely pay all of Doe’s wages. Although the rape and its aftermath led to these five claims, the 11th Circuit underscored that Doe could not have brought them if she had not been a seaman employed with Princess Cruise.


**Professional Pointer:** Whether a party has agreed to arbitrate an issue is a matter of contract interpretation. Therefore employers should ensure that the scope of an arbitration clause is clearly articulated.

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**Editor’s Note: This article should not be construed as legal advice.**