

Justices Won't Hear Ex-Carnival Worker's Arbitration Appeal

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Law360, New York (June 1, 2015, 1:20 PM ET) -- The [U.S. Supreme Court](#) on Monday denied a bid from a former Carnival Cruise Corp. employee who was injured on the job to review a ruling that the arbitration and choice of law clauses in his contract deprived him of the ability to pursue any claims against the company.

The high court's order puts an end to former seafarer Vitalii Pysarenko's attempt to overturn an Eleventh Circuit decision enforcing the arbitration clause in his seafarer's agreement, which he said takes away his statutory right to a jury trial under the Jones Act.

Speaking to Law360 on Monday, Pysarkenko's attorney, [Tonya J. Meister of Meister Law LLC](#), said that she and her client are extremely disappointed the court declined to hear this issue, which she said is affecting thousands of seafarers working for American companies.

"Everyday I hear the suffering of my clients," she said. "They work for U.S. companies so they should be entitled to protections under U.S. law."

Pysarenko, a Ukrainian national, was working on the Carnival Dream in November 2010 when he hurt his back while lifting heavy equipment, according to his certiorari petition. Pysarenko said he was required to do the lifting alone and without proper safety equipment.

The arbitration clause in question calls for an arbitration to take place in London, Monaco, Panama City or Manila, depending on where the claimant is based, and calls for application of Panamanian law, which has no remedies comparable to the Jones Act or Seaman's Wage Act, according to the petition.

[Meister](#) said that this arbitration provision not only takes away from her client's right to a trial, but also complicates his ability to resolve the issue because he doesn't have the means to travel to Monaco, where his individual claims are to be arbitrated.

Pysarenko, who calls seafarers the "single most exploitable group of workers on the planet," [had argued](#) that the high court previously indicated that courts should not enforce arbitration clauses that act as a prospective waiver of U.S. statutory rights.

"Given its terms, and indeed its very existence, there is no question that this arbitration clause in Carnival's seafarer's agreement with petitioner is void according to Congress and void according to this court," Pysarenko said.

Carnival has argued that enforcing the arbitration agreement is consistent with the Federal Arbitration Act, a convention on enforcement of foreign arbitration awards and other legislative enactments, and that the "strong federal presumption to enforce the arbitration provision remains applicable even when a statutory claim is at issue," according to court documents.

In March, [Pysarenko asked the Supreme Court to take up his appeal](#). The Workers' Injury Law & Advocacy Group, the Florida Admiralty Trial Lawyers Association and 571 current and former cruise ship workers [filed amicus briefs](#) later that month.

The group of cruise line workers argued that the laws set up in the U.S. to protect seaman — who face particular issues of long travel away from home, exposure of the "perils of the sea" and potential exploitation — are being swept away.

A representative for Carnival did not immediately respond to a request for comment Monday.

Pysarenko is represented by [Tonya J. Meister of Meister Law LLC](#) and Elizabeth K. Russo of Russo Appellate Firm PA.

Carnival is represented by David J. Horr, Stephanie H. Wylie and Nicholas A. Applin of [Horr Novak & Skipp PA](#).

The case is Pysarenko v. [Carnival Corp.](#), case number 14-1004, in the Supreme Court of the United States.

--Additional reporting by Carolina Bolado.

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