

In the
Supreme Court of the United States

ANDREI BOLKONSKY AND NATASHA ROSTOVA,

Petitioners,

v.

COLONIAL CRUISE LINE, INC.,

Respondent.

On Writ of Certiorari to the United States
Court of Appeals for the Fourth Circuit

COMPETITION PACKET FOR THE
THIRTY-THIRD ANNUAL JUDGE JOHN R. BROWN
ADMIRALTY MOOT COURT COMPETITION, 2026

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UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 24-2318

ANDREI BOLKONSKY AND NATASHA ROSTOVA,
Plaintiffs-Appellants,

v.

COLONIAL CRUISE LINE, INC.,
Defendant-Appellee.

Appeal from the United States District Court
for the District of South Carolina, at Charleston
Michele Y. Portia, District Judge.
(6:23-cv-00945-MYP)

Argued: March 4, 2025

Decided: May 5, 2025

Before JUSTINIAN, SOLOMON, and HAMMURABI, Circuit Judges.

Judgment affirmed by published opinion.
Judge Hammurabi wrote the majority opinion, in which Judge Justinian joined.
Judge Solomon wrote an opinion concurring in the judgment in part
and dissenting in part.

HAMMURABI, Circuit Judge:

This case requires us to explore the contours of admiralty jurisdiction in the context of both tort and contract actions. Because we agree with the district court's conclusion that the necessary requirements for admiralty jurisdiction have not been met on the facts before us, we affirm the judgment below. In doing so, we respectfully disagree with the analysis of the Eleventh Circuit in a somewhat similar case. We note that this may be an area in which the Supreme Court could provide more useful guidance to the lower courts.

I
Facts and Proceedings Below

Plaintiffs-Appellants Andrei Bolkonsky and Natasha Rostova were passengers on the *Thomas Jefferson*, a Liberian-flagged cruise ship owned and operated by Defendant-Appellee Colonial Cruise Line, Inc. On October 8, 2022, during a scheduled port call in Charleston, South Carolina, Bolkonsky and Rostova each left the vessel for an optional shore excursion. Bolkonsky planned to take a tour of Charleston and surrounding areas that focused on the experience of enslaved people during the antebellum period. Rostova planned to attend the Citadel-Furman football game. Neither shore excursion went as planned.

As Bolkonsky was boarding the tour shuttle at the cruise terminal — still only a matter of a few dozen yards from the *Thomas Jefferson* — he was tripped by Ragnar Shevchenko, a fellow passenger who had been hostile to him practically since the cruise began. Bolkonsky fell hard, hit his head, and was rushed to a local hospital unconscious. (The record does not reflect what, if anything, happened to Shevchenko.) Bolkonsky suffered a concussion and broke his hip in the fall.

Rostova at least made it safely to the football stadium, where she enjoyed a tailgate lunch in the parking lot before the game. When she tried to enter the stadium, however, she was denied admission because the QR code on her ticket was invalid. She tried without success to mitigate her damages, but she ultimately had to spend the afternoon in the parking lot until returning to the cruise ship after the game.

Bolkonsky brought the present action in tort, alleging in essence that Colonial was aware of the risk that Shevchenko would injure him but did nothing to ensure his safety. Bolkonsky did not sue Shevchenko, nor did Colonial implead Shevchenko under Rule 14 as a third-party defendant. During oral argument, counsel for Bolkonsky informed the Court that Shevchenko was uninsured and did not appear to have any assets worth pursuing.

Rostova brought her action in contract. It is unclear why the QR code on her ticket was invalid. Other passengers on the shore excursion were admitted to the stadium, so there is no reason to think that the local tour operator with whom Colonial sub-contracted the tour had acted inappropriately.¹ During oral argument, counsel for Colonial speculated that someone may have gained unauthorized access to the computer system at Citadel's ticket office or the sub-contractor's office and generated a duplicate QR code, which another spectator had used before Rostova attempted to enter the stadium. Whatever the explanation, it is undisputed that Rostova did not receive the contractual benefit for which she had bargained.

The district court dismissed both actions for lack of jurisdiction. Bolkonsky and Rostova invoked only admiralty jurisdiction.² The district court concluded that Bolkonsky had not satisfied the requirements for admiralty tort jurisdiction and that Rostova had not satisfied the requirements for admiralty contract jurisdiction. This appeal followed.

II Analysis

Although Bolkonsky and Rostova assert claims that arose on the same day while each was on a shore excursion from the same cruise ship, their claims are entirely independent of each other, and their asserted bases for subject-matter jurisdiction in federal court are different.³ We must accordingly analyze each claim separately.

¹ Rostova did not sue the local tour operator, nor did Colonial implead it under Rule 14 as a third-party defendant.

² Because Bolkonsky, Rostova, and Colonial are all foreign parties, diversity jurisdiction would not have been an option. *See, e.g., Caron v. NCL (Bahamas), Ltd.*, 910 F.3d 1359, 1364 (11th Cir. 2018) (“[A]n alien on both sides of a dispute will defeat [diversity] jurisdiction.”); *Slavchev v. Royal Caribbean Cruises, Ltd.*, 559 F.3d 251, 254-255 (4th Cir. 2009).

³ There is one point of overlap, but it does not affect our analysis. Because Bolkonsky and Rostova are a married couple, she also asserts a tort claim for loss of consortium as a result of his injury. As her arguments for admiralty tort jurisdiction are identical to his, we will focus on his claim, recognizing that her tort claim rises or falls with his.

A

Bolkonsky's action sounds in tort. Because he has asserted only admiralty jurisdiction over his claim, we must apply the requirements for admiralty tort jurisdiction as laid out by the Supreme Court in *Jerome B. Grubart, Inc. v. Great Lakes Dredge & Dock Co.*, 513 U.S. 527 (1995). (1) The injury must occur on navigable water or, under the Admiralty Extension Act, 46 U.S.C. § 30101(a), be caused by a vessel on navigable water. *See* 513 U.S. at 534. (2) The general type of incident involved in the case must have “‘a potentially disruptive impact on maritime commerce.’” 513 U.S. at 534 (quoting *Sisson v. Ruby*, 497 U.S. 358, 364 n.2 (1990)). (3) The “general character” of the tortfeasor's activity must bear a substantial relationship to traditional maritime activity. *See* 513 U.S. at 534. All three of the requirements must be satisfied for the court to have admiralty jurisdiction. Because Bolkonsky is unable to carry his burden to establish that the locality test has been met, the potential-to-disrupt-maritime-commerce test and the substantial-relationship-to-traditional-maritime-activity test are irrelevant.⁴

It is undisputed that Bolkonsky's injury occurred on land. To be sure, the land in question was very close to the cruise ship. But the Supreme Court has consistently treated even piers as land — even when they are immediately adjacent to ships. *See, e.g., T. Smith & Son v. Taylor*, 276 U.S. 179, 181 (1928) (injured worker was standing “upon a stage that rested solely upon the wharf and projected a few feet over the water to or near the side of the vessel”).

In *Doe v. Celebrity Cruises, Inc.*, 394 F.3d 891 (11th Cir. 2004), the Eleventh Circuit stretched the locality test beyond what the Supreme Court allows. Although that court sought to limit the scope of the decision, declaring that it had reached “the outer boundaries of admiralty

⁴ Even if the two nexus tests were relevant, we would not need to address them here. Colonial has conceded that Bolkonsky has carried his burden on both the potential-to-disrupt-maritime-commerce test and the substantial-relationship-to-traditional-maritime-activity test.

jurisdiction,” 394 F.3d at 901, keeping the genie in (or even close to) the bottle was not so easy. Some district courts have extended the reasoning to essentially any incident on a cruise-line shore excursion. *See, e.g., Wolf v. Celebrity Cruises, Inc.*, 101 F. Supp. 3d 1298, 1305 (S.D. Fla. 2015); *Ash v. Royal Caribbean Cruises Ltd.*, 2014 AMC 1564, 1571-73 (S.D. Fla. 2014); *Smolnikar v. Royal Caribbean Cruises Ltd.*, 787 F. Supp. 2d 1308, 1315 (S.D. Fla. 2011). With all due respect to the decision of our sister circuit, we are constrained to disagree with its reasoning and reject its conclusion.

Even if we might have been tempted to tinker with the standards for admiralty jurisdiction to do justice in a particular case, we disagree with our dissenting colleague on the policy that should be followed here. We believe that it is far more important to have clear and predictable rules for jurisdiction. Professor Chafee recognized and explained that fundamental policy over 75 years ago:

The boundary between judicial power and nullity should . . . if possible, be a bright line, so that very little thought is required to enable judges to keep inside it. If, on the contrary, that boundary is vague and obscure, raising “questions of penumbra, of shadowy marches,” two bad consequences will ensue Sometimes judges will be misled into trying lengthy cases and laboriously reaching decisions which do not bind anybody. At other times, judges will be so fearful of exceeding the uncertain limits of their powers that they will cautiously throw out disputes which they really have capacity to settle, and thus justice which badly needs to be done will be completely denied. Furthermore, an enormous amount of expensive legal ability will be used up on jurisdictional issues when it could be much better spent upon elucidating the merits of cases. In short, a trial judge ought to be able to tell easily and fast what belongs in his court and what has no business there.

ZECHARIAH CHAFEE, JR., SOME PROBLEMS OF EQUITY 312 (1950) (quoting *Hanover Star Milling Co. v. Metcalf*, 240 U.S. 403, 426 (1916) (Holmes, J., concurring)).⁵ Even if the bright line between the land and navigable waters means that the locality test is sometimes under-inclusive,

⁵ Justice Scalia quoted this passage in his separate opinion in *Sisson v. Ruby*, 497 U.S. 358, 375 (1990) (Scalia, J., concurring in the judgment).

we think that sending an occasional claimant to state court (or the “law side” of federal court if the parties are diverse) is an acceptable price to pay for the resulting clarity and predictability.

Bolkonsky makes one final argument in an attempt to establish admiralty jurisdiction over his tort claim. He argues that his injury was “caused by a vessel on navigable waters,” thus giving the district court jurisdiction under the Admiralty Extension Act, 46 U.S.C. § 30101(a). Of course, “a vessel” — an inanimate piece of steel and other material — never actually causes an injury in any meaningful sense. The language “caused by a vessel” is shorthand for something like “caused by a vessel, its appurtenances, or its crew.” *See generally, e.g.,* David W. Robertson & Michael F. Sturley, *The Admiralty Extension Act Solution*, 34 J. MAR. L. & COM. 209, 274-275 (2003). Here, Bolkonsky’s theory is that his injury was caused, at least in part, by the crew’s failure to respond in timely fashion to a pattern of harassment and bullying that ultimately resulted in his injuries. Although that theory is creative, we feel that it goes well beyond anything that Congress intended when it enacted the Admiralty Extension Act.

In sum, we agree with the district court’s conclusion that Bolkonsky’s tort claim is not cognizable in admiralty.

B

Rostova’s action sounds in contract. Because she has asserted only admiralty jurisdiction over her claim, we must apply the rules for admiralty contract jurisdiction as laid out by the Supreme Court in a series of cases. *See, e.g., Norfolk Southern Railway Co. v. James N. Kirby, Pty Ltd.*, 543 U.S. 14 (2004); *Kossick v. United Fruit Co.*, 365 U.S. 731 (1961); *North Pacific Steamship Co. v. Hall Brothers Marine Railway & Shipbuilding Co.*, 249 U.S. 119 (1919); *Insurance Co. v. Dunham*, 78 U.S. 1 (1870). Unlike admiralty tort jurisdiction, where the Supreme Court in *Grubart* synthesized the prior caselaw and announced a three-part test that we can follow, admiralty contract jurisdiction is more of a hodgepodge. Professor Black famously observed that

the rules for admiralty contract jurisdiction have “about as much ‘principle’ as there is in a list of irregular verbs.” Charles L. Black, Jr., *Admiralty Jurisdiction: Critique and Suggestions*, 50 COLUM. L. REV. 259, 264 (1950). The practical solution, he explained, was that “the contracts involved tend to fall into a not-too-great number of stereotypes, the proper placing of which can be learned, like irregular verbs, and errors in grammar thus avoided.” *Id.*

Fortunately, we find this an easy case. Unlike our dissenting colleague, we view the relevant contract simply as one to take Rostova to a tailgate lunch and a football game. That contract for the shore excursion was not “part and parcel of her entire cruise experience.” *Cf. infra* at 11a (Solomon, J., dissenting). She was free to take the cruise without taking that particular shore excursion (or any other shore excursion). The vast majority of the passengers on her cruise did not book that shore excursion. Rostova was similarly free to do something entirely different. She could have stayed on the vessel, she could have explored Charleston on her own, or she could have taken a different shore excursion (such as the one that her husband took). But she made the choice to conclude a new contract to take the football shore excursion. And there was nothing maritime about it. She walked off the ship at the terminal along with other passengers heading to other destinations. The excursion for which she contracted did not begin until she boarded the van on the land.

Even if we agreed with Judge Solomon that the shore excursion was essentially a modification of the overall cruise contract, Rostova’s argument for admiralty contract jurisdiction still fails under the so-called “mixed contract” doctrine. The Supreme Court has long declared that a contract is not within the admiralty jurisdiction unless it is “wholly maritime.” *See, e.g., Rea v. The Eclipse*, 135 U.S. 599, 608 (1890) (contract jurisdiction “is limited to contracts, claims and services purely maritime”); *Grant v. Poillon*, 61 U.S. (20 How.) 162, 168 (1858) (“whole contract must, in its essence, be maritime”). Courts have recognized two exceptions to the “wholly

maritime” requirement. When the maritime and nonmaritime elements of a contract are “separable,” an admiralty court can exercise jurisdiction over the maritime portion. And if the nonmaritime element of the contract is “incidental,” the court can exercise admiralty jurisdiction over the entire claim. The first exception cannot help Rostova because she asks the district court to exercise admiralty jurisdiction over the nonmaritime portion. And the second exception does not help Rostova because she has asserted that the football shore excursion was the “primary” reason that she decided to take this particular cruise. According to her own pleading, the football shore excursion was not an “incidental” part of the contract.

Rostova and the dissent argue that the Supreme Court abrogated the mixed-contract doctrine in *Kirby*. Rostova finds some implicit support for her argument in *Sentry Select Insurance Co. v. Royal Insurance Co.*, 481 F.3d 1208 (9th Cir. 2007), and *Folksamerica Reinsurance Co. v. Clean Water of New York, Inc.*, 413 F.3d 307 (2d Cir. 2005). In our view, that is a misreading of *Kirby*. Properly understood, *Kirby* is not a mixed-contract case. The contract in *Kirby* did not call for two separate obligations, one maritime and one nonmaritime. It called for a carrier to complete only one task: delivering specific cargo to a named destination. As the Supreme Court explained, “the bills of lading required delivery to Huntsville; the Savannah port would not do.” *Kirby*, 543 U.S. at 27. Under the single-contract theory that Rostova and the dissent espouse here, in contrast, Colonial had two (or more) distinct obligations. The original contract obligated Colonial to provide the cruise experience at sea, and that is a maritime obligation. The shore-excursion part of the contract obligated Colonial to provide the football experience on land, and that is a nonmaritime obligation. Unlike *Kirby*, in which the carrier could not meaningfully perform only the maritime leg of the multimodal transport, here Colonial could (and did) meaningfully perform only the maritime portion of the combined contract.

In sum, we agree with the district court's conclusion that Rostova's contract claim is not cognizable in admiralty.

III Conclusion

For the foregoing reasons, the judgment below is affirmed.

SOLOMON, Circuit Judge, concurring in the judgment in part and dissenting in part.:

Because I take a different approach than my colleagues, I write separately to explain my views. Although I reluctantly concur in the judgment on the tort claim, I dissent on the contract claim.

I

Much as I would like to agree with the decision of our sister circuit in *Doe v. Celebrity Cruises, Inc.*, 394 F.3d 891 (11th Cir. 2004), I am persuaded that the Eleventh Circuit's analysis is inconsistent with current Supreme Court precedent (for the reasons that the majority has explained). As a matter of policy, however, I am persuaded that admiralty tort jurisdiction *should* extend to Bolkonsky's claim here. Although I agree that the injury was not "caused by a vessel on navigable waters" as that phrase is used in the Admiralty Extension Act, 46 U.S.C. § 30101(a), the injury was so closely connected with maritime matters that it should be cognizable in an admiralty court. As court of appeals judges, it is not our place to reconsider the boundaries of admiralty jurisdiction established by the court that sits above us in the judicial hierarchy, but it is certainly open to the Supreme Court to adjust these rules. *See, e.g., The Genesee Chief*, 53 U.S. (12 How.) 443 (1851) (extending the boundaries of admiralty jurisdiction beyond the ebb and flow of the tide) (overruling *The Thomas Jefferson*, 23 U.S. (10 Wheat.) 428 (1825)); *Waring v. Clarke*, 46 U.S. (5 How.) 441 (1847) (extending the boundaries of admiralty jurisdiction to places *infra corpus comitatus*).

Congress, too, has expanded the geographic reach of maritime law. The Admiralty Extension Act relaxed the traditional locality rule for some injuries on land that were closely related to maritime matters (albeit not for the injury in this case). In 1972, Congress extended the geographic reach of the Longshore and Harbor Workers' Compensation Act (LHWCA), 33 U.S.C. §§ 901-950, which covers land-based maritime workers. *See* Pub. L. 92-576, 86 Stat. 1251 (1972).¹ In the current political climate, it is unrealistic to believe that in the foreseeable future Congress will address the deficiencies in the rules defining admiralty tort jurisdiction, so the Supreme Court must act if these problems are to be resolved.

The Supreme Court drew the boundary line between claims that are subject to admiralty jurisdiction and those claims that can be heard in federal court only if some other basis for subject-matter jurisdiction can be found. I urge that Court to grant certiorari in this case and review the doctrines that it has created. It has been thirty years since the Court last addressed the subject (in *Grubart*) and over fifty years since the Court recognized in *Executive Jet Aviation, Inc. v. City of Cleveland*, 409 U.S. 249, 259 (1972), that the locality test is sometimes under-inclusive. *Executive Jet* remedied the problem of over-inclusiveness; now is the time to remedy the problem of under-inclusiveness. I concur only in the judgment on Bolkonsky's claim.

¹ Before the 1972 amendments, LHWCA benefits were available only to workers injured on navigable waters. The 1972 amendments expanded the Act's scope to include "any adjoining pier, wharf, dry dock, terminal, building way, marine railway, or other adjoining area customarily used by an employer in loading, unloading, repairing, dismantling, or building a vessel." 33 U.S.C. § 903(a). In so doing, Congress mirrored the work of the Supreme Court, which had previously held that seamen may recover under the Jones Act, 46 U.S.C. § 30104, and the general maritime law for injuries suffered on land. *See, e.g., O'Donnell v. Great Lakes Dredge & Dock Co.*, 318 U.S. 36 (1943) (Jones Act); *Warren v. United States*, 340 U.S. 523 (1951) (maintenance and cure); *Gutierrez v. Waterman Steamship Corp.*, 373 U.S. 206, 214-215 (1963) (unseaworthiness).

II

I believe that the majority has misunderstood the message that the Supreme Court has delivered in its admiralty contract jurisdiction cases.² Because I conclude that Rostova's contract has a "genuinely salty flavor," *see Kossick v. United Fruit Co.*, 365 U.S. 731, 742 (1961), I dissent. But I do so with some hesitation and with the greatest respect for my colleagues in the majority, for I recognize that the Supreme Court has not "draw[n] clean lines between maritime and nonmaritime contracts." *Norfolk Southern Railway Co. v. James N. Kirby, Pty Ltd.*, 543 U.S. 14, 23 (2004). "The boundaries of admiralty jurisdiction over contracts — as opposed to torts or crimes — being conceptual rather than spatial, have always been difficult to draw." *Kossick*, 365 U.S. at 735.

As a preliminary matter, it is important to characterize Rostova's contract correctly. If she had contracted solely to attend a football game, I would agree that the contract would not be maritime (even if Navy were playing the Coast Guard Academy). But Rostova's contract was much broader than that. Her shore excursion was part and parcel of her entire cruise experience. No one could purchase the "football shore excursion" except the passengers on her particular cruise. In other words, the shore excursion was simply an extension of the cruise contract and accordingly became a part of that contract. I think it is beyond dispute that the original cruise contract itself was maritime. *See, e.g., The Moses Taylor* 71 U.S. 411 (1867). I see no reason why amending that maritime contract to include a shore excursion is sufficient to make the contract nonmaritime.

² I find it noteworthy that the Supreme Court has consistently expanded admiralty contract jurisdiction every time that it has faced the issue in recent decades. *See, e.g., Norfolk Southern Railway Co. v. James N. Kirby, Pty Ltd.*, 543 U.S. 14, 23 (2004); *Exxon Corp. v. Central Gulf Lines, Inc.*, 500 U.S. 603 (1991).

Kirby provides all of the guidance we need. First, it makes clear that a maritime contract may cover activities on land. The *Kirby* incident itself occurred in Northern Alabama. But that point is undisputed, for we all agree that “[t]he boundaries of admiralty jurisdiction over contracts [are] conceptual rather than spatial.” *Kossick*, 365 U.S. at 735. Second, the *Kirby* Court rejected the “mixed contract” doctrine on which the majority relies. *See* 543 U.S. at 25-27. The Court cited three of the leading mixed-contract-doctrine cases, *see id.* at 26, and explicitly rejected their reasoning. But even under the mixed-contract doctrine, I would conclude that the shore excursion was “incidental” to the main contract, and thus the district court should have exercised admiralty jurisdiction over the entire contract. Whatever may have motivated *Rostova* to choose a particular cruise, the shore excursion was a relatively minor part of the overall experience both in the time involved and in the cost.

I respectfully dissent from the majority’s conclusion on *Rostova*’s claim.

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 24-2318

ANDREI BOLKONSKY AND NATASHA ROSTOVA,
Plaintiffs-Appellants,

v.

COLONIAL CRUISE LINE, INC.,
Defendant-Appellee.

Appeal from the United States District Court
for the District of South Carolina, at Charleston
Michele Y. Portia, District Judge.
(6:23-cv-00945-MYP)

June 24, 2025

Before JUSTINIAN, SOLOMON, and HAMMURABI, Circuit Judges

PER CURIAM:

IT IS ORDERED that the petition for rehearing filed in the above entitled and numbered cause be and the same is hereby DENIED.

SOLOMON, Circuit Judge, concurring:

Although I disagree with the panel majority's reasoning on both issues and with its result on one issue, I agree that there would be little point in granting the petition for rehearing and setting the case for argument en banc. Only the Supreme Court is in a position to solve all of the problems presented here. The plaintiffs should petition for certiorari, and we should do nothing to delay that process.

United States District Court for the District of South Carolina

ANDREI BOLKONSKY AND NATASHA ROSTOVA,
Plaintiffs,

v.

COLONIAL CRUISE LINE, INC.,
Defendant.

No. 6:23-cv-00945-MYP

March 15, 2024

PORTIA, J.:

Plaintiffs Andrei Bolkonsky and Natasha Rostova, a married couple, bring the present action asserting admiralty jurisdiction. Bolkonsky claims tort damages for personal injuries suffered during a shore excursion from a cruise ship. Rostova claims damages for breach of contract that she suffered when the cruise line failed to deliver all that was promised during a shore excursion from the same cruise ship. She also claims tort damages for loss of consortium due to Bolkonsky's personal injuries.

Defendant Colonial Cruise Line, Inc., has moved to dismiss under Fed. R. Civ. P. 12(b)(1) for lack of subject-matter jurisdiction, challenging the assertion of admiralty jurisdiction.

For the reasons stated below, the Court concludes that it does not have subject-matter jurisdiction over plaintiffs' claims, grants Colonial's motion, and dismisses both actions.

I. Findings of Fact

Based on the allegations in the Complaint, the Court accepts the following facts as true for purposes of deciding the pending motion to dismiss for lack of subject-matter jurisdiction.

1. Bolkonsky and Rostova are married and both 72 years old. They are Russian citizens who lived and worked as journalists in Moscow for most of their professional lives. Over time,

they became disenchanted with the government and practices of Vladimir Putin and increasingly concerned about their personal safety. When Putin ordered the Russian army to invade Ukraine on February 24, 2022, they decided to flee their homeland and seek asylum in the United States. They now live in Vermont and are in the process of obtaining U.S. citizenship.

2. Bolkonsky was a journalist for a Russian news magazine and authored several books on historical subjects including the American Revolution as contrasted with the origins of Russia's communist government. He has a special interest in the American-English slave trade and its existence in contrast to the U.S. claim that "all men are created equal" and the British maxim that "the air of England is too pure for a slave to breathe."

3. Rostova, working as a sports journalist, authored countless stories for a variety of sports publications, particularly specializing in gymnastics, swimming, and soccer. After moving to the United States, she developed an interest in American football. She became friends with some U.S. sportswriters who told her that football games in New England do not compare to games in the Midwest or the South, and that for the best experience she should see a rivalry game.

4. Colonial has its principal place of business in Miami, Florida, although it is incorporated in Italy and its vessels — including the *Thomas Jefferson*, which is involved in this case — fly the Liberian flag. Colonial markets its cruises primarily to U.S.-based passengers and calls primarily at U.S. ports, including Boston, New York, Philadelphia, Newport News, and Charleston.

5. After settling in at their new home, the plaintiffs decided to explore their new country by taking a cruise along the eastern United States (and ending with a final stop in the Bahamas). Bolkonsky was interested in a cruise involving colonial history and, specifically, one that enabled him to learn more about the experience of enslaved people during the antebellum period. Rostova desired a cruise with a port call where she could see first-hand an American football game, particularly a southern rivalry game. The plaintiffs researched and ultimately agreed upon a

Colonial cruise that departed from Boston on September 24, 2022. They were particularly enamored of that particular cruise because it offered a port call at Charleston with shoreside excursions that satisfied each of their interests.

6. Ragnar Shevchenko, another passenger on the plaintiffs' cruise, is the 32-year-old grandson of a retired Ukrainian soldier living in Kyiv, Ukraine. He is a naturalized U.S. citizen residing in Massachusetts. He hates Russians and became particularly livid following the Nordic Stream Pipeline sabotage on September 26, 2022, which Shevchenko blamed on Russia.

7. On Saturday evening, September 24, as soon as the ship's excursion desk opened, Bolkonsky and Rostova each booked and paid for an optional shore excursion during the *Thomas Jefferson's* port call in Charleston on October 8. Bolkonsky's shore excursion included a visit to the Old Slave Mart Museum in downtown Charleston and a trip to a plantation where passengers could see the quarters in which enslaved people once lived. Rostova's shore excursion provided transportation to The Citadel's Johnson Hagood Stadium, a tailgate lunch in the stadium parking lot, and a 40-yard-line seat for the Citadel-Furman football game, the school's big rivalry game.

8. Starting on the first day of the cruise, Shevchenko constantly harassed and bullied Bolkonsky. They were assigned to the same table for meals, and the Ukrainian quickly recognized that Bolkonsky was Russian (but not that Bolkonsky was opposed to Putin and his policies). Shevchenko loudly began his criticism of Russia based on its invasion of Ukraine, and his angry words increased after the Nordic Stream pipeline sabotage. After Shevchenko obviously jostled Bolkonsky at the ship's bar, spilling his drink, Rostova complained to the bartender, asking that he report Shevchenko's behavior to the ship's hospitality coordinator. But the incidents continued, and Bolkonsky was forced to endure continued verbal and physical abuse. Despite multiple complaints to the ship's personnel, Colonial would not even reassign the couple (or Shevchenko) to a different meal table.

9. The *Thomas Jefferson* docked at Charleston before dawn on Saturday, October 8, 2022. As Bolkonsky disembarked the vessel to join his shoreside excursion that morning, he saw that Shevchenko had booked the same tour. Boarding the shuttle at the cruise terminal, Shevchenko slipped behind Bolkonsky and deliberately tripped Bolkonsky as he stepped up into the shuttle. Bolkonsky fell hard, hit his head on the steps, and was knocked unconscious. An ambulance took Bolkonsky to the Medical University of South Carolina hospital where doctors determined that he had suffered a concussion and that he had broken his hip (in addition to various scrapes and bruises elsewhere on his body). He underwent further tests that afternoon and evening, and he had surgery on his hip the next morning.

10. Rostova and a group of fellow passengers travelled to the football stadium by van and enjoyed the tailgate lunch. As Rostova presented her ticket at 1:00 p.m. for the 2:00 p.m. game, the person scanning her ticket informed her that her QR code was invalid, and she was denied entry. She tried without success to resolve the issue with a supervisor. She then attempted to buy a new ticket, but no tickets were available to the sold-out game. She even approached scalpers in the parking lot, but they demanded payment in cash, and she did not have enough cash with her. She had no choice but to spend the afternoon in the parking lot until the van returned her to the *Thomas Jefferson* after the game (which Furman won, 21-10). On returning to the ship, she learned that her husband was in the hospital and that they would be unable to continue the cruise that evening. She packed up their belongings and joined Bolkonsky at the MUSC Health University Medical Center.

II. Conclusions of Law

The Court reaches the following Conclusions of Law.

1. The Court does not have admiralty jurisdiction over Bolkonsky's claim under the general principles for admiralty tort jurisdiction established by the Supreme Court in *Jerome B.*

Grubart, Inc. v. Great Lakes Dredge & Dock Co., 513 U.S. 527 (1995). Because Bolkonsky's injury occurred on land, the claim fails *Grubart*'s locality test. *See* 513 U.S. at 534.

2. Colonial concedes, and the Court agrees, that Bolkonsky's claim satisfies *Grubart*'s "potential to disrupt maritime commerce" test, *see* 513 U.S. at 538-539, and its "substantial relationship to traditional maritime activity" test, *see* 513 U.S. at 539-543. Because all three of the *Grubart* tests must be satisfied, however, it is irrelevant that the claim here satisfies two of those tests.

3. In *Doe v. Celebrity Cruises, Inc.*, 394 F.3d 891 (11th Cir. 2004), the Eleventh Circuit extended admiralty jurisdiction to cover a tort claim for a personal injury suffered on land in the shadow of the cruise ship on which both the plaintiff and the perpetrator had traveled to the port. Thereafter, in a non-precedential opinion, the Eleventh Circuit, without discussion or analysis, extended *Doe v. Celebrity Cruises* to apply to a claim for an injury during a cruise-ship shore excursion that was far removed from the vessel. *See Ceithaml v. Celebrity Cruises, Inc.*, 739 Fed. Appx. 546, 550 n.5 (11th Cir. 2018) (per curiam) (citing *Doe v. Celebrity Cruises* to apply maritime law to a claim for injuries sustained during a zip-line excursion). Bolkonsky argues that those decisions compel a similar result here.

4. A number of district courts have applied *Doe v. Celebrity Cruises* in cruise-ship shore excursion cases that go well beyond the facts here. *See, e.g., Thayer v. NCL (Bahamas) Ltd.*, 2020 WL 7632099, at *2 (S.D. Fla. Dec. 4, 2020) (following the *Doe v. Celebrity Cruises* line of cases to apply federal maritime law to an injury that occurred during "a scenic walk" in a national park in Maine while on a shore excursion from a cruise ship); *Wolf v. Celebrity Cruises, Inc.*, 101 F. Supp. 3d 1298, 1305 (S.D. Fla. 2015) (citing *Doe v. Celebrity Cruises* to apply maritime law to a claim for injuries sustained during a zip-line excursion on shore); *Aronson v. Celebrity Cruises, Inc.*, 30 F. Supp. 3d 1379, 1392 (S.D. Fla. 2014) (citing *Doe v. Celebrity Cruises* to apply maritime

law to a claim for an injury that occurred during “a fall from a rope bridge in Roseau, Dominica” while on a shore excursion from a cruise ship); *Moseley v. Carnival Corp.*, 2013 WL 5913833, at *2, 2013 U.S. Dist. LEXIS 156397 (S.D. Fla. Oct. 31, 2013) (citing *Doe v. Celebrity Cruises* to extend admiralty jurisdiction to a claim for injuries suffered in the terminal during a port call); *Caldwell v. Carnival Corp.*, 944 F. Supp. 2d 1219, 1221-22 (S.D. Fla. May 2, 2013) (discussing *Doe v. Celebrity Cruises*, applying a blanket rule that “[i]njuries suffered by cruise ship passengers while on shore excursions and in the port-of-call satisfy the *Grubart* test, and invoking admiralty jurisdiction”); *Farrell v. Royal Caribbean Cruises, Ltd.*, 2013 WL 178242, at *2, 2013 U.S. Dist. LEXIS 8136 (S.D. Fla. Jan. 2, 2013) (citing *Doe v. Celebrity Cruises* to apply maritime law to a claim for injuries suffered falling “down some steps while walking adjacent to the port”); *Gentry v. Carnival Corp.*, 2011 WL 4737062, at *1-2, 2011 U.S. Dist. LEXIS 114841 (S.D. Fla. Oct. 5, 2011) (citing *Doe v. Celebrity Cruises* to extend admiralty jurisdiction to a claim for injuries suffered “while participating in [a shore] excursion in Jamaica, a scheduled port-of-call”); *Smolnikar v. Royal Caribbean Cruises Ltd.*, 787 F. Supp. 2d 1308, 1315 (S.D. Fla. 2011) (citing *Doe v. Celebrity Cruises* to apply maritime law to a claim for an injury that occurred in Jamaica during a zip-line excursion from a cruise ship); *Ash v. Royal Caribbean Cruises Ltd.*, 2014 AMC 1564, 1572 (S.D. Fla. 2014) (citing *Doe v. Celebrity Cruises* to extend admiralty jurisdiction to a claim against a bus operator for injuries suffered in a bus accident taking passengers to a zip-line “Treetop Tour” on St. Maarten); *Balaschak v. Royal Caribbean Cruises, Ltd.*, 2009 WL 8659594, at *2-4, 2009 U.S. Dist. LEXIS 126949 (S.D. Fla. Sept. 14, 2009) (citing *Doe v. Celebrity Cruises* to extend admiralty jurisdiction to a claim for injuries suffered in a traffic accident during a shore excursion); *Skeen v. Carnival Corp.*, 2009 WL 1117432, at *2, 2009 U.S. Dist. LEXIS 39355 (S.D. Fla. Apr. 24, 2009) (citing *Doe v. Celebrity Cruises* to apply maritime law to a claim for injuries

suffered in a cave during a shore excursion). Those cases all support Bolkonsky's invocation of admiralty jurisdiction here.

5. On the other hand, a number of district courts have distinguished *Doe v. Celebrity Cruises* to reject the broad reasoning that extends its holding. See, e.g., *Aragon v. NCL (Bahamas) Ltd.*, 2025 WL 2244060, at *3-9, 2025 U.S. Dist. LEXIS 132324 (S.D. Fla. Jul. 10, 2025) (holding that admiralty jurisdiction did not extend to a claim for an injury sustained on land at a water park during a shore excursion); *Doe (E.W.) v. Classica Cruise Operator Ltd.*, 2024 WL 4198169, 2024 U.S. Dist. LEXIS 166210 (S.D. Fla. Sept. 19, 2024) (holding that admiralty jurisdiction did not extend to a claim for an injury to a passenger in a hotel); *In re Heritage Oaks 2013 LLC*, 2024 WL 517989, 2024 U.S. Dist. LEXIS 23386 (S.D. Fla. Feb. 9, 2024) (holding that admiralty jurisdiction did not extend to a claim for an injury to a passenger in a terminal after leaving a cruise ship); *Bowen v. Shore Excursions Group, LLC*, 2023 WL 11994332, at *2-3, 2023 U.S. Dist. LEXIS 245026 (S.D. Fla. Oct. 12, 2023) (holding that admiralty jurisdiction did not extend to a claim for injuries sustained during a zip-line excursion on shore); *Thompson v. Carnival Corporation*, 2021 WL 7542954, at *4-5, 2021 U.S. Dist. LEXIS 239045 (S.D. Fla. Sept. 17, 2021) (holding that admiralty jurisdiction did not extend to a claim for an all-terrain vehicle injury sustained on land during a shore excursion); *Fernandez v. Ceres Marine Terminals, Inc.*, 2013 WL 1663333, 2013 U.S. Dist. LEXIS 54992 (M.D. Fla. Apr. 17, 2013) (holding that admiralty jurisdiction did not extend to a claim for an injury to a passenger in a terminal preparing to board a cruise ship).

6. On balance, this Court is persuaded that the Eleventh Circuit was unjustified in extending admiralty jurisdiction to a claim for an injury suffered on land — even if the land was very close to the cruise ship. Jurisdictional rules require bright lines, and the Supreme Court has drawn the line for admiralty tort jurisdiction. Injuries sustained on land are on the non-admiralty side of that line.

7. The Admiralty Extension Act, 46 U.S.C. § 30101(a), does not apply to the facts here. Congress passed the Act to cover land-based property-damage claims following an allision. Congress never intended it to extend to personal-injury claims that happened in the vicinity of a moored vessel. Moreover, Bolkonsky's injuries were caused not by the vessel or a member of its crew but by a fellow passenger.

8. The Court does not have admiralty jurisdiction over Rostova's claim under the general principles for admiralty contract jurisdiction established by the Supreme Court in cases such as *Norfolk Southern Railway Co. v. James N. Kirby, Pty Ltd.*, 543 U.S. 14 (2004), and *Kossick v. United Fruit Co.*, 365 U.S. 731 (1961). It is unclear whether the contract that Colonial allegedly breached covered only the football shore excursion or if Rostova's purchase of the shore excursion effectively amended and extended the original contract for the ocean cruise to include additional obligations. Fortunately, it does not matter which characterization is correct, and the Court need not resolve that dispute.

9. If Colonial is correct that the relevant contract covered only the shore excursion, that contract is undeniably nonmaritime. There is absolutely nothing maritime about transportation (on land) to and from a football stadium (on land), a tailgate lunch outside that stadium, and admission to a college football game. That would not be a maritime contract, and the Court would not have admiralty jurisdiction over a claim that it was breached.

10. If Rostova is correct that a single contract covered not only the shore excursion to the football game but also the entirety of the ocean cruise, the Court still lacks admiralty jurisdiction under the "mixed contract" doctrine. *See, e.g.*, GRANT GILMORE & CHARLES L. BLACK, JR., *THE LAW OF ADMIRALTY* 28 & n.95 (2d ed. 1975).

III. Conclusion

Defendant's motion to dismiss for lack of subject-matter jurisdiction is *granted*.

It is so ordered.

Selected Chronology of the Case*

Feb. 24, 2022	Russia invades Ukraine
Mar. 1, 2022	Andrei Bolkonsky and Natasha Rostova flee Russia, ultimately seeking asylum in the United States
Jun. 28, 2022	Bolkonsky and Rostova book cruise on the <i>Thomas Jefferson</i> with Colonial Cruise Line, Inc.
Sept. 24, 2022	Cruise on the <i>Thomas Jefferson</i> departs from Boston; Bolkonsky and Rostova book and pay for shore excursions
Oct. 8, 2022	Port call in Charleston; Bolkonsky and Rostova participate in shore excursions
May 3, 2023	Bolkonsky and Rostova file complaint raising tort and contract claims
Mar. 15, 2024	District court dismisses all claims for lack of jurisdiction with an opinion reported as <i>Bolkonsky v. Colonial Cruise Line, Inc.</i> , 720 F. Supp. 3d 1386 (D.S.C. 2024)
Mar. 21, 2024	Bolkonsky and Rostova file notice of appeal
Mar. 4, 2025	Oral argument in the court of appeals
May 5, 2025	Court of appeals opinion (reported as <i>Bolkonsky v. Colonial Cruise Line, Inc.</i> , 136 F.4th 1387 (4th Cir. 2025)) filed and judgment entered
May 12, 2025	Bolkonsky and Rostova file petition for rehearing
Jun. 24, 2025	Court of appeals denies petition for rehearing
Sept. 2, 2025	Bolkonsky and Rostova file petition for certiorari seeking review of the two jurisdictional rulings
Dec. 1, 2025	Supreme Court grants petition for certiorari

* This information is included in the packet for the information of Competition participants. Unlike the preceding pages, it should not be considered part of the APPENDIX TO THE PETITION FOR CERTIORARI filed with the Court.