

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 10-12684
Non-Argument Calendar

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT FEBRUARY 11, 2011 JOHN LEY CLERK
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D.C. Docket No. 1:10-cv-20422-UU

ARCADIN RODRIGUES,

Plaintiff-Appellant,

versus

ROYAL CARIBBEAN CRUISES LTD.,

Defendant-Appellee.

Appeal from the United States District Court
for the Southern District of Florida

(February 11, 2011)

Before BARKETT, MARCUS and COX, Circuit Judges.

PER CURIAM:

Arcadin Rodrigues, a citizen of India, appeals the district court's judgment dismissing his civil action and requiring that he proceed to arbitrate his claims against Royal Caribbean Cruises, Ltd.

Rodrigues challenges on this appeal the district court's order requiring arbitration, presenting the following arguments: first, the arbitration agreement is void as against public policy because it forecloses Rodrigues's statutory claims under the Jones Act and the Wage Act; second, the arbitration agreement at issue does not meet the standards required for enforcing it; third, the forum selection clause is void as against public policy; fourth, and lastly, Rodrigues contends he cannot contractually waive his judicial remedy for maintenance and cure.

The fourth argument was not presented to the district court and we decline to address it here. *See Access Now, Inc. v. Southwest Airlines Co.*, 385 F.3d 1324, 1331-32 (11th Cir. 2004).

The first three arguments Rodrigues presents were presented to the district court and properly considered and rejected in the district court's opinion. (R.2-29 at 7-9.) We affirm for the reasons stated by the district court.

AFFIRMED.