

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI DADE COUNTY, FLORIDA

BERTRAM JOSEPHS ,
Plaintiff,

GENERAL JURISDICTION
CASE NO. 11-04448 CA 08

vs.

CARNIVAL CORPORATION, D/B/A
CARNIVAL CRUISE LINES, INC.
Defendants.

CIVIL ACTIONS SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE HEREBY COMMANDED to serve this Summons and a copy of the Complaint or Petition in this action on Defendant:

CARNIVAL CORPORATION, D/B/A
CARNIVAL CRUISE LINES, INC.

By serving:

Arnaldo Perez as Registered Agent

Carnival Corporation

3655 N.W. 87 Ave

Miami, Florida 33178-2428

Each Defendant is required to serve written defenses to the Complaint or Petition on Plaintiff's attorney to wit:

CREW MEMBER ADVOCACY CENTER

whose address is:

66 West Flagler Suite 200

MIAMI, FL 33130

within twenty (20) days after service of this Summons on that Defendant, exclusive of the date of service, and to file the original of the defenses with the clerk of the court either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the Complaint or Petition.

Dated on FEB 10 2011, 2011.

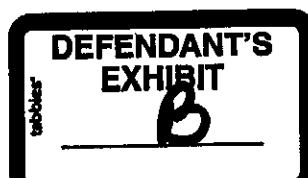
HARVEY RUVIN

As Clerk of said Court

TARON BETHEL

By: _____

As Deputy Clerk



IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

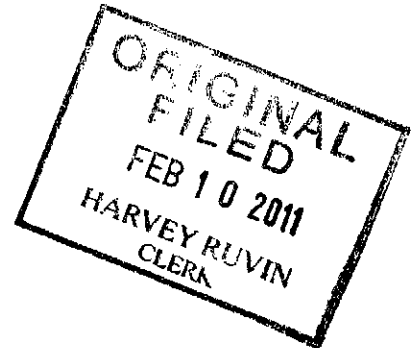
BERTRAM JOSEPHS,

Plaintiff,

vs.

CARNIVAL CORPORATION, D/B/A
CARNIVAL CRUISE LINES, INC.
Defendants

CASE NO. 04448 CA08



COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, BERTRAM JOSEPHS, ("BERTRAM"), sues Defendant, CARNIVAL CRUISE LINES ("CARNIVAL"), and in support thereof alleges:

1. This is an action for damages in excess of the jurisdictional limits of the Circuit Court, in and for Miami-Dade County, Florida.
2. Defendant, CARNIVAL, at all times material hereto, personally or through an agent:
 - a. Operated, conducted, engaged in, or carried on a business venture in this state and/or county or had an office or agency in this state and/or county; and/or
 - b. Was engaged in substantial activity within this state; and/or
 - c. Operated vessels in the waters of this state; and/or
 - d. Committed one or more acts of the acts states in Florida Statutes §§ 48.081, 48.181, or 48.193; and/or
 - e. The acts of Defendant as set out in this Complaint occurred in whole or in part in this

county and/or state; and/or

- f. Owned, operated, managed, and/or controlled the vessel M/S CARNIVAL IMAGINATION ("IMAGINATION").
3. Defendant is subject to the jurisdiction of the Courts of this state, and, particularly, the instant Court.
4. The causes of action asserted in this Complaint arise under the Jones Act, 46 U.S.C. § 30104, and the General Maritime Law of the United States.
5. At all times material hereto, Defendant, CARNIVAL, was the legal owner, operator, and/or manager of, and/or maintained and/or controlled the vessel, IMAGINATION.
6. At all times material hereto, Defendant, CARNIVAL, was a Jones Act Employer of the Plaintiff, BERTRAM.
7. At all times material hereto, Plaintiff, a citizen of St. Vincent, was acting within the course and scope of his employment with CARNIVAL as a seaman, notably aboard the vessel IMAGINATION.
8. At all times material, in order to carry out the fundamental purpose of the vessel, the IMAGINATION, CARNIVAL was obligated to man the IMAGINATION with a variety of seamen whose duties included, but were not limited to:
 - a. Navigation of the vessel; and/or
 - b. Making provision of restaurant services to passengers and crew; and/or
 - c. Making provision of entertainment services to passengers; and/or
 - d. Making provision of medical services to passengers and crew; and/or
 - e. Making provision of security services to passenger and crew; and/or

- f. Maintaining the ship's equipment in proper working condition to ensure the safety of the passengers and crew.
9. Plaintiff was a team head waiter aboard the IMAGINATION.
10. As part of his duties as a waiter, Plaintiff had to frequently and excessively carry heavy trays and plates.
11. On or about July 14, 2010, Plaintiff reported to duty and was working when he suffered an injury while carrying a heavy tray and trying to go through the revolving door while carrying the heavy weight.
12. Plaintiff reported to the shipboard physician, who diagnosed him with a muscle/ligament strain and prescribed medications and analgesic balm.
13. On or about July 23, 2010, Plaintiff was seen by a shoreside physician, James Voglino M.D., an orthopedist. Dr. Voglino diagnosed Plaintiff with lumbar tendinitis and sciatica. He prescribed medications, stated that Plaintiff had not reached maximum medical improvement, and declared him fit for duty with a work restriction against lifting more than 25 pounds. Dr. Voglino also recommended an MRI, self-stretching, swimming, and orthopedic or neurological formal reassessment.
14. On or about July 25, 2010, Plaintiff was sent back to work by the shipboard physician with restrictions, although Plaintiff was still limping.
15. On or about July 26, 2010, Plaintiff had an MRI of the lumbar spine.
16. On or about July 30, 2010, Plaintiff saw Dr. Voglino who recommended return to work, no formal orthopedic restrictions, and orthopedic reassessment.
17. On or about August 9, 2010, Plaintiff returned to the shipboard physician with more back

pain. The shipboard physician took him off work. On or about August 10, 2010, Dr. Baruksopulo, the shipboard physician recommended that Plaintiff be medically signed off to recuperate fully back home.

18. On or about August 16, 2010, Plaintiff was seen by Dr. Randolph Carrington in Barbados who diagnosed Plaintiff with L5-S1 disc disease. Dr. Carrington prescribed physical therapy and declared him not fit for duty.
19. On or about November 24, 2010, after Plaintiff had disembarked the vessel, Plaintiff saw Dr. Neil Schechter in Plantation, FL. Dr. Schechter diagnosed Plaintiff with extruded HNP L2-L3 with stenosis, lumbar central HNP L4-L5 with stenosis, and bilateral leg pains. Dr. Schechter recommenced surgery.
20. On or about December 13, 2010, Plaintiff had laminectomy L3-L5 and discectomy L2-L3, L4-L5 surgery.

COUNT I
JONES ACT NEGLIGENCE CLAIM

21. Plaintiff readopts and realleges paragraphs 1 through 20, and further alleges:
22. At all times material, Defendant, CARNIVAL, was a Jones Act Employer and had a fundamental absolute and nondelegable duty under the Jones Act to provide the Plaintiff with a reasonably safe place to work and use ordinary care to maintain the vessel in a relatively safe condition.
23. Defendant is liable in damages for injury resulting in whole or in part from the negligence of its officers, agents, or employees. A simple showing of some negligence on the part of the employer which played any part, even the slightest, in producing the injury to the

Plaintiff, creates a jury question on the issue of negligence.

24. The Defendant was indeed negligent, including, without limitation, in the following:

- a. Failed to supply Plaintiff with the tools and materials and/or safety materials reasonably necessary to perform his job in a reasonably safe manner, including, but not limited to, an adequate safety belt;
- b. Failed to use reasonable care to provide the Plaintiff with a reasonably safe place to work;
- c. Failed to promulgate rules and enforce reasonable rules and regulations to ensure the safety and health of Defendant's employees and specifically the Plaintiff, while engaged in the course and scope of his employment on the ship;
- d. Failed to adequately train and/or supervise the Plaintiff in the lifting, moving and performing of overheard work assigned to him;
- e. Failed to design and coordinate job simulation activities;
- f. Failed to design and coordinate work conditioning activities;
- g. Subjecting Plaintiff to excessive lifting;
- h. Subjecting Plaintiff to lifting items that were too heavy;
- i. Failing to warn Plaintiff of the hazards of excessive lifting;
- j. Overworked the Plaintiff and exposed Plaintiff to repetitive stress from lifting and carrying excessive weights over excessive periods of time in confined spaces such that Plaintiff became susceptible to injuries;
- k. Failed to provide Plaintiff reasonable hours of employment so as not to overwork him to the point of not being physically fit to carry out his duties;

- l. Failed to ascertain the cause of prior similar accidents so as to take measures to prevent their re-occurrence, and more particularly Plaintiff's accident;
 - m. Failed to provide enough personnel to do the job;
 - n. Failed to provide the Plaintiff sufficient time within which to perform the assigned tasks so that the tasks could be completed in a reasonably safe manner;
 - o. Failed to provide the Plaintiff with adequate and/or appropriate medical diagnosis, care and treatment;
 - p. Sent Plaintiff to work when his condition was such that additional heavy or excessive lifting could cause injury.
25. Prior to the Plaintiff's injuries, Defendant failed to investigate the hazards to Plaintiff and then take the necessary steps to eliminate the hazards, minimize them, or simply warn the Plaintiff of the danger from the hazards; or knew of the foregoing hazardous conditions causing Plaintiff's injuries and did not correct them, or the conditions existed for a sufficient length of time so that Defendant in the exercise of reasonable care should have learned of them and corrected them.
26. As a result of the foregoing failures and breaches, the Plaintiff suffered severe permanent personal injuries.
27. The injuries and losses suffered by the Plaintiff were foreseeable upon the failure and breaches of the Defendant.
28. Defendant knew or should have known, in the exercise of reasonable care, that Plaintiff would be injured should he be required to perform the ordered task without additional manpower, without adequate equipment, and without sufficient time to perform the tasks

assigned so that Plaintiff was not forced to rush in the performance of his tasks.

29. As a direct and proximate result, Plaintiff suffered harm, including, without limitation, bodily injury, emotional distress, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and/or nursing care and/or treatment, loss of earnings, loss of ability to earn money and/or aggravation of a previously existing condition. One or more of the losses are permanent and/or continuing, and Plaintiff will suffer the loss(es) in the future.

WHEREFORE, Plaintiff, BERTRAM, demands judgment against the Defendant, CARNIVAL, together with any and all compensatory damages, statutory interest as permitted, pre-judgment interest as permitted, attorney's fees as permitted, costs as permitted, trial by jury for all issues so triable, and any other relief that this Court deems proper.

COUNT II
UNSEAWORTHINESS

30. Plaintiff readopts and realleges paragraphs 1 through 20, and further alleges:
31. Defendant had the absolute, nondelegable duty to provide Plaintiff with a seaworthy vessel.
32. On or about the previously stated date(s), the unseaworthiness of Defendant's vessel was a legal cause of injury and damage to Plaintiff by reason of one or more of the following:
- a. The vessel was not reasonably fit for its intended purpose; and/or
 - b. The vessel did not have materials and tools necessary to perform the crew's tasks;
 - c. The vessel did not have a fit crew; and/or
 - d. The vessel did not have adequate manpower for the task being performed; and/or
 - e. The vessel did not have an adequately trained and/or supervised crew; and/or
 - f. The vessel was unsafe and unfit due to the conditions created by Defendant's

conduct; and/or

- g. The vessel did not have a sufficient number of crew assigned to the tasks; and/or
- h. The vessel was rendered unseaworthy by virtue of the job tasks required of Plaintiff, which posed an unreasonable risk of injury to Plaintiff.

33. The foregoing failures resulted in the unseaworthiness of the vessel, and as such, forced the Plaintiff to work in an unsafe environment, without the benefit of the aide, equipment, supervision, training and assistance necessary to perform his tasks in a reasonable and safe manner, and required Plaintiff to perform tasks which Defendant knew or should have known would result in injuries to him.

34. As a direct and proximate result, Plaintiff suffered harm, including, without limitation, bodily injury, emotional distress, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and/or nursing care and/or treatment, loss of earnings, loss of ability to earn money and/or aggravation of a previously existing condition. One or more of the losses are permanent and/or continuing, and Plaintiff will suffer the loss(es) in the future.

WHEREFORE, the Plaintiff, BERTRAM, demands judgment against the Defendant, RCCL, together with any and all compensatory damages, statutory interest as permitted, pre-judgment interest as permitted, attorney's fees as permitted, costs as permitted, trial by jury for all issues so triable, and any other relief that this Court deems proper.

COUNT III
FAILURE TO PROVIDE PROMPT AND ADEQUATE MAINTENANCE AND CURE

35. Plaintiff readopts and realleges paragraphs 1 through 20, and further alleges:

36. Under the General Maritime Law, Plaintiff, as a seaman, is entitled to recover maintenance and cure from Defendant, CARNIVAL, until he is declared to have reached maximum

possible cure. This includes unearned wages, (regular contract wages, overtime, vacation pay, and tips), which are reasonably anticipated by the end of the contract or voyage, whichever is longer.

37. Since the Plaintiff's medical sign off from the vessel, the Defendant has refused to provide or pay the Plaintiff his full unearned wages.
38. Additionally or alternatively, Defendant has failed and/or refused to reimburse Plaintiff for medical expenses incurred by him while receiving medical care in his home country.
39. Additionally or alternatively, Defendant has delayed, failed and/or refused to pay Plaintiff's entire maintenance.
40. Additionally or alternatively, Defendant has delayed in making, failed to make and/or refused to make provision of adequate cure and/or Defendant's delay, failure and/or refusal to make provision of adequate cure.
41. Additionally or alternatively, Defendant's delay, failure and/or refusal to pay Plaintiff's entire maintenance and cure is/are, moreover, willful, arbitrary, capricious, and in callous disregard of the Plaintiff's rights as a seaman.
42. Additionally or alternatively, one or more of the physicians and health care providers who treated the Plaintiff was/were negligent in the treatment of Plaintiff.
43. Additionally or alternatively, the Defendant was negligent in selecting and/or relying upon one or more of the physicians and health care providers who treated the Plaintiff.
44. As a result, BERTRAM suffered harm, including, without limitation, bodily injury, emotional distress, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and/or nursing care and/or treatment, loss of earnings, loss of ability to earn money and/or aggravation of a previously existing condition. One or more of the

losses are permanent and/or continuing, and BERTRAM will suffer the loss(es) in the future.

WHEREFORE, the Plaintiff, BERTRAM, demands judgment against the Defendant, CARNIVAL, together with any and all compensatory damages, statutory interest as permitted, pre-judgment interest as permitted, attorney's fees as permitted, costs as permitted, trial by jury for all issues so triable, and any other relief that this Court deems proper.

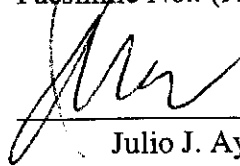
DATED THIS 9th day of February, 2011.

Respectfully submitted,

Crewmember & Maritime Advocacy Center
66 West Flagler St., Suite 200
Miami, FL 33131
Telephone No.: (305) 374-9099
Facsimile No.: (305) 374-5099
Julio J. Ayala, Esq.
Florida Bar No. 0977070

- And -

BRILL RINALDI GARCIA, THE LAW FIRM
17150 Royal Palm Blvd., Suite 2
Weston, FL 33326
Telephone No.: (954) 876-4344
Facsimile No.: (954) 384-6226



Julio J. Ayala, Esq.
Florida Bar No. 0977070

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI DADE COUNTY, FLORIDA

BERTRAM JOSEPHS ,
Plaintiff,

GENERAL JURISDICTION
CASE NO. 11-04448 CA 08

vs.

CARNIVAL CORPORATION, D/B/A
CARNIVAL CRUISE LINES, INC.
Defendants.

DEFINITIONS

- (a) The words "you," "yours" and/or "yourselves" means CARNIVAL CORPORATION, D/B/A CARNIVAL CRUISE LINES, INC. directors, officers, employees, agents, representatives or other person acting, or purporting to act, on behalf of CARNIVAL CRUISE LINES.
- (b) The singular shall include the plural and vice versa; the terms "and" or "or" shall be both conjunctive and disjunctive; and the term "including" mean "including without limitation".
- (c) "Date" shall mean the exact date, month and year, if ascertainable or, if not, the best approximation of the date (based upon relationship with other events).
- (d) The word "document" shall mean any writing, recording or photograph in your actual or constructive possession, custody, care or control, which pertain directly or indirectly, in whole or in part, either to any of the subjects listed below or to any other matter relevant to the issues in this action, or which are themselves listed below as specific documents, including but not limited to: correspondence, memoranda, notes, messages, diaries, minutes, books, reports, charts, ledgers, invoices, computer printouts, microfilms, video tapes or tape recordings.
- (e) "Agent" shall mean: any agent employee, officer, director, attorney, independent contractor or any other person acting at the direction of or on behalf of another.
- (f) "Person" shall mean any individual, corporation, proprietorship, partnership, trust, association, or any other entity.
- (g) The words "pertain to" or "pertaining to" mean: relates to, refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting, supports,

corroborates, demonstrates, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts.

- (h) The term "third party" or "third parties" refers to individuals or entities that are not a party to this action.
- (i) The term "action" shall mean the case entitled BERTRAM JOSEPHS vs. CARNIVAL CORPORATION, D/B/A CARNIVAL CRUISE LINES, INC. pending in the 11th Circuit Court in and for DADE County, Florida.
- (j) The word "identify", when used in reference to a document, means and includes the name and address of the custodian of the document, the location of the document, and a general description of the document, including (1) the type of document (i.e., correspondence, memorandum, facsimile etc.); (2) the general subject matter of the document; (3) the date of the document; (4) the author of the document; (5) the addressee of the document; and (6) the relationship of the author and addressee to each other.

INSTRUCTIONS

If you object to fully identifying a document or oral communication because of a privilege, you must nevertheless provide the following information, unless divulging the information would disclose the privileged information:

- (1) the nature of the privilege claimed (including work product);
- (2) if the privilege is being asserted in connection with a claim or defense governed by state law, the state privilege rule being invoked;
- (3) the date of the document or oral communication;
- (4) if a document: its type (correspondence, memorandum, facsimile etc.), custodian, location, and such other information sufficient to identify the document for a subpoena duces tecum or a document request, including where appropriate the author, the addressee, and, if not apparent, the relationship between the author and addressee;
- (5) if an oral communication: the place where it was made, the names of the persons present while it was made, and, if not apparent, the relationship of the persons present to the declarant; and
- (6) the general subject matter of the document or oral communication.

INTERROGATORIES TO DEFENDANT CARNIVAL CORPORATION, D/B/A
CARNIVAL CRUISE LINES, INC.

1. What is the name and address of the person answering these interrogatories, and if applicable, the person's official position or relationship with the party to whom the interrogatories are directed?
2. Describe any and all policies of insurance which you contend cover or may cover you for the allegations set forth in plaintiff's complaint, detailing as to such policies the name of the insurer, the number of the policy, the effective dates of the policy, the available limits of liability, and the name and address of the custodian of the policy.
3. Describe in detail how the back injuries claimed by Plaintiff aboard the IMAGINATION occurred including all actions taken by you to prevent the Plaintiff from suffering the back injuries being complained of
4. Describe in detail each act or omission on the part of any party to this lawsuit that you contend constituted negligence that was a contributing legal cause of the incident in question.
5. State the number of hours worked by Plaintiff on a daily basis from Sunday to Saturday for the period of time he was employed as assistant waitress aboard the vessel IMAGINATION
6. State the number of hours worked by Plaintiff on a weekly basis from Sunday to Saturday for the period of time he was employed as assistant waitress aboard the vessel IMAGINATION
7. State the total amount of wages paid (wages refers to hourly wage payments made by Defendants to Plaintiff and not to gratuities received by Plaintiff from passengers) by Defendant as wages for the period of time he was employed as assistant waitress aboard the vessel IMAGINATION .
8. State the total amount of extra overtime wages paid (extra over time wages refers to hourly wage payments made by Defendants to Plaintiff for hours worked in excess of 70 hours per week and not to gratuities received by Plaintiff from passengers) paid to Plaintiff by Defendant as extra over time wages for the period of time he was employed as assistant waitress aboard the vessel IMAGINATION .

16. Have you made an agreement with anyone that would limit that party's liability to anyone for any of the damages sued upon in this case? If so, state the terms of the agreement and the parties to it.
17. Do you, your attorneys or investigators or anyone acting on your behalf have any maps, charts, diagrams, or photographs or movies of the accident location or of physical or mechanical objects or of persons involved in the incident.
18. If your answer to Interrogatory #13 is in the affirmative, describe each and include a description, the date made, the name, occupation, and address of the person(s) who made each map, chart or diagram, or took each photograph or movie and the general subject matter of each.
19. On the date of the incident, was there in effect one or more policies of insurance or indemnity under which any question or controversy exists as to coverage? If so, state for each: the type and number of the policies on which there were any questions; the names of the insurance companies involved; the names of the insured involved; and nature of the controversy.
20. Do you know of any claim for personal injuries made by Plaintiff(s) prior to this suit, whether formal or informal, and if so, state for each the full particulars, including date, nature of injuries claimed and final disposition of the claim.
21. Identify each and every report or statement made by you regarding the facts of this incident or events leading up to it. As to each, include: its date; the type of report or statement; whether written, oral, recorded, reported or otherwise; to whom it was made; the name, address and employer of the custodian of any permanent form of each statement.
22. Please state the names and addresses of information sufficient for the location of all

29. Please identify all documents prepared at the accident scene or after the accident which describe, summarize or otherwise report the circumstances of the accident in any way whatsoever.

30. Please state the names and addresses sufficient for the location of all waiters and assistant waiters assigned to work the waiter station on which Plaintiff was assigned work on July 14, 2010 aboard the M/S IMAGINATION.

31. Please state the name and address and information sufficient for location of Plaintiff's supervisor aboard the IMAGINATION on July 14, 2010

32. Please state the name and address and information sufficient for location of Plaintiff's cabin mate aboard the IMAGINATION on July 14, 2010

33. Please state the name and address and information sufficient for location of all assistant waiters assigned to work the dinner service aboard the IMAGINATION on July 14, 2010

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared _____, who being by me first duly sworn to state the truth under oath, states that the attached Answers to Interrogatories are true and correct to the best of his/her knowledge and belief, and that he/she has read the Answers to Interrogatories and knows the contents thereof.

SWORN AND SUBSCRIBED before me this _____ day of _____,
2011.

NOTARY PUBLIC, State of Florida at
Large

My Commission Expires:

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR DADE
COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION

BERTRAM JOSEPHS
Plaintiff,

GENERAL JURISDICTION
CASE NO.:

vs.
CARNIVAL CORPORATION, D/B/A
CARNIVAL CRUISE LINES, INC.

Defendants.

_____ /

REQUESTS FOR PRODUCTION

Pursuant to Fla. R. Civ. P. 1.350 the Plaintiff hereby request the Defendant, CARNIVAL CORPORATION, D/B/A CARNIVAL CRUISE LINES, INC produce for inspection and copying the following documents at the offices of the undersigned attorney within thirty days.

1. Plaintiff's payroll records while employed by Defendant.
2. Plaintiff's medical records kept on board the vessel by the ship's doctor.
3. Plaintiff's personnel file including employment application.
4. Plaintiff's application for employment with Defendant.
5. Reports of pre-employment physical exams given to Plaintiff by Defendant or on Defendant's behalf.
6. Copies of Plaintiff's weekly work schedules for the period of time she worked as awaiter aboard the M/S IMAGINATION.
7. Copies of Plaintiff's job description outlining duties and responsibilities as a waiter aboard the vessel IMAGINATION.
8. Copies of weekly Fun Time Reports pertaining to Plaintiff while employed as a waiter aboard the IMAGINATION.
9. Copy of physical fitness requirements for crew members working aboard Carnival Cruise Lines vessels.

10. Copy of all employment related training records received by Plaintiff while employed by Defendant.

11. All log entries pertaining to hours worked by Plaintiff as a waiter aboard the vessel IMAGINATION, including ILO reports of hours of work and hours of rest on a weekly basis.

13. Copies of checks and records, along with accounting summaries, reflecting payment to Plaintiff by Defendant for earned wages while Plaintiff worked as a waiter aboard the vessel IMAGINATION .

14. Copies of checks and records, along with accounting summaries, reflecting payments by Defendant on behalf of Plaintiff for medical care, treatment and examination, with respect to injuries sustained in the incident alleged in the Complaint.

15. Copies of checks and records, along with accounting summaries, reflecting payments by Defendant to others besides Plaintiff for maintenance and cure for Plaintiff, with respect to injuries sustained in the incident alleged in the Complaint.

16. Copies of guarantee documents, or letters guaranteeing the payment of Plaintiff's medical care and treatment in his home country with respect to the injuries sustained in the incident alleged in the Complaint.

17. The vessel or permit entry for the purpose of inspection, measuring, surveying and photographing.

18. Statements of any form given by Plaintiff to anyone in Defendant's possession.

19. Statements given by any witness or any other person who may have knowledge of relevant facts, with respect to the incident alleged in the Complaint, including those given at or near the time of the incident by Defendant's employees and while the facts of the incident were still fresh in the memory of the witness.

20. Reports rendered by any person who will be used as an expert witness in this action.

21. Work safety training materials provided to Plaintiff prior to commencing his employment with Defendants.

22. Any and all documents that support each Defendant's affirmative defenses.

Respectfully submitted,

Crewmember and Maritime Advocacy Center

66 West Flagler St., Suite 200

Miami, FL 33131

Telephone No.: (305) 374-9099

Facsimile No.: (305) 374-5099

Julio J. Ayala, Esq.

Florida Bar No. 0977070

- And -

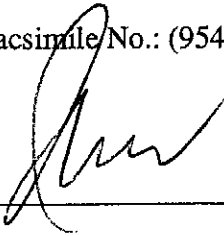
BRILL RINALDI GARCIA, THE LAW FIRM

17150 Royal Palm Blvd., Suite 2

Weston, FL 33326

Telephone No.: (954) 876-4344

Facsimile No.: (954) 384-6226

A handwritten signature in black ink, appearing to read 'Julio J. Ayala', is written over a horizontal line.

Julio J. Ayala, Esq.

Florida Bar No. 0977070

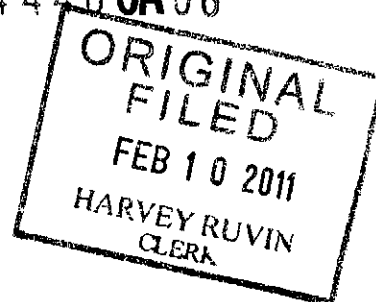
IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR DADE
COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION

BERTRAM JOSEPHS
Plaintiff,

CASE No.: 04448 CA08

vs.
CARNIVAL CORPORATION, D/B/A
CARNIVAL CRUISE LINES, INC.

Defendants.



REQUEST FOR ADMISSIONS

Comes now Plaintiff, BERTRAM JOSEPHS by and through his undersigned counsel, pursuant to all applicable Florida rules of Civil Procedure, and hereby propounds his Requests for Admissions to Defendant, CARNIVAL CORPORATION, D/B/A CARNIVAL CRUISE LINES, INC and states:

1. Please admit the Plaintiff served as a seaman aboard the M/S IMAGINATION on July 14, 2010
2. Please admit that Plaintiff was employed as a waiter aboard the M/S IMAGINATION on July 14, 2010
3. Please admit that as anwaiter is regularly required to lift and carry passenger food trays
4. Please admit that as anwaiter is regularly required to lift and carry passenger food trays containing plates of passenger food from the galley to the passenger dining rooms.
5. Please admit that Plaintiff reported having injured his back while carrying a passenger food trays aboard the vessel IMAGINATION.
6. Please admit Defendant is aware of otherwaiteres who have reported having suffered back injuries after being required to repetitively lift and carry passenger food trays and/or passenger food trays aboard other vessels owned by Defendant.
7. Please admit that Defendant has conducted internal investigations into the occurrence of food waiters suffering back injuries as a result of being required to lift and carry passenger food trays aboard Defendant's vessels.

8. Please admit Plaintiff is not allowed to use a trolley or other transportation device to transport passenger food from the galley to the passenger dining rooms aboard the IMAGINATION.

9. Please admit Plaintiff was employed by Defendant pursuant to the terms and conditions contained in the Seafarers Agreement signed by Plaintiff.

10. Please admit Plaintiff was employed by Defendant pursuant to the terms and conditions contained in the Ships Articles.

11. Please admit Plaintiff was not subject to any collective bargaining agreements entered by Defendant with any seafarers labor union.

12. Please admit Plaintiff signed a seafarer's agreement prior to commencing his work as awaiter aboard the vessel IMAGINATION.

13. Please admit that Plaintiff while working as awaiter aboard the vessel IMAGINATION was required to regularly work in excess of ten hours per day, seven days per week.

14. Please admit that Plaintiff while working as awaiter aboard the vessel IMAGINATION was required to regularly work in excess of 70 hours during a week of work.

15. Please admit Defendant maintains pay roll records for the wages paid by Defendant to Plaintiff while working as awaiter aboard the vessel IMAGINATION.

16. Please admit that besides performing the duties of awaiter aboard the vessel IMAGINATION, Plaintiff was required to perform additional side duties.

17. Please admit that the vessel IMAGINATION is required to undergo inspections by the United States Public Health department on a regular basis.

18. Please admit Plaintiff was required to work extra overtime hours (hours in excess of 70 hours per week) whenever the vessel IMAGINATION was scheduled to undergo inspections by the United States Public Health department.

19. Please admit that Plaintiff was declared fit for duty by the doctor who performed the pre employment physical examination prior to commencing work aboard the M/S IMAGINATION on September 25, 2004.

20. Please admit Plaintiff was required to participate in ship safety drills aboard the vessel IMAGINATION.

21. Please admit Defendant maintains records of all safety drills attended by Plaintiff while working aboard the vessel IMAGINATION.

22. Please the Defendant alleged to have been the employer of the Plaintiff alleged in the Complaint is correct.

23. Please admit that Plaintiff has not been declared at Maximum Medical Improvement for the medical condition for which he was signed off from the vessel IMAGINATION .

DATED THIS 9th day of February, 2011.

Respectfully submitted,

Crewmember & Maritime Advocacy Center

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- And -

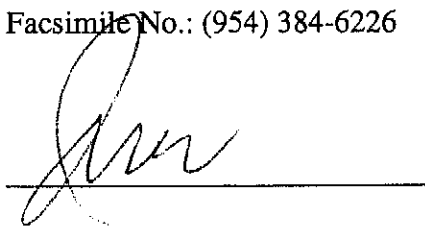
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