

<input checked="" type="checkbox"/> IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. <input type="checkbox"/> IN THE COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.			
DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> OTHER	<b>CIVIL ACTION SUMMONS</b> (b) Form for Personal Service on a Natural Person		CASE NUMBER -03110CA24
PLAINTIFF(S) NOTAISH SEUNARINE		VS. DEFENDANT(S) ROYAL CARIBBEAN CRUISES, LTD.	CLOCK IN
<b>THE STATE OF FLORIDA: TO EACH SHERIFF OF THE STATE, YOU ARE COMMANDED</b> to serve this Summons and a copy of the Complaint in this lawsuit on defendant:			
To Defendant(s): <b>BRADLEY STEIN</b>		Address: <b>1050 CARIBBEAN WAY, MIAMI, FL 33132</b>	
<b>IMPORTANT</b> A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).  If you choose to file a written response yourself, at the same time you file your written response with the Clerk of the Court, you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below. The central location of the Clerk's office is at the Dade County Courthouse. The address of the courthouse, and branch locations are listed below for your convenience:			
<b>Dade County Courthouse</b> Clerk of Courts Room 133 73 West Flagler Street Miami, FL 33130	Joseph Caleb Center (20) Room 205 5400 NW 22 Avenue Miami, FL 33142	North Dade Justice Ctr (23) Room 100 15555 Biscayne Blvd. North Miami Bch, FL 33160	Hialeah District Court (21) Room 100 11 East 6th Street Hialeah, FL 33010
Miami Beach District (24) Room 224 1130 Washington Avenue Miami Beach, FL 33139	Coral Gables District (25) Room 100 3100 Ponce de Leon Blvd. Coral Gables, FL 33134	South Dade Justice Ctr (26) Rom 1200 10710 SW 211 Street Miami, FL 33189	SERVICE 1/11 1:40 PM MWS #1320 2-1-2011 1:40p LEGA
Plaintiff/Plaintiff's Attorney <b>RICARDO V. ALSINA, ESQ.</b> Florida Bar No. 883182		Address: <b>ONE BISCAYNE TOWER, STE. 1778</b> <b>2 S. BISCAYNE BLVD.</b> <b>MIAMI, FL 33131</b>	
<b>HARVEY RUVIN</b> CLERK OF COURTS	BY: <u>TARON BETHEL</u> DEPUTY CLERK		DATED ON: <b>JAN 28 2011</b> CLERK OF THE CIRCUIT COURT
<b>AMERICANS WITH DISABILITIES ACT OF 1990</b> IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE, PLEASE CONTACT THE DADE COUNTY, COURT'S ADA COORDINATOR AT 73 WEST FLAGLER STREET, ROOM 1800, MIAMI, FLORIDA, 33130, TELEPHONE NUMBERS (305) 349-7175 FOR VOICE, (305) 349-7174 FOR TDD AND (305) 349-7011 FOR FAX, WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS DOCUMENT. TDD USERS MAY ALSO CALL 1-800-955-8771, FOR THE FLORIDA RELAY SERVICE.			

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

GENERAL JURISDICTION DIVISION

CASE NO. 11-03110CA24

NOTAISH SEUNARINE,

Plaintiff,

v.

ROYAL CARIBBEAN CRUISES, LTD.,  
/



**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff sues Defendant(s) and alleges:

1. This is an action seeking damages in excess of \$15,000.00.
2. Defendant, 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;
  - b. Was engaged in substantial activity within this state;
  - c. Operated vessels in the waters of this state;
  - d. Committed one or more of the acts stated in Florida Statutes, Sections 48.081, 48.181 or 48.193;
  - e. The acts of Defendant set out in this Complaint occurred in whole or in part in this county and/or state.
3. Defendant is subject to the jurisdiction of the Courts of this state.

4. The causes of action asserted in this Complaint arise under the Jones Act, 46 U.S.C. Section 30104, and the General Maritime Law of the United States.

5. At all times material hereto, Defendant(s) owned, operated, managed, maintained and/or controlled the vessel M/S Adventure of the Seas. This vessel was registered in a flag of convenience country.

6. At all times material hereto, Plaintiff's employer was an agent of the shipowner and/or ship operator.

**COUNT I  
JONES ACT NEGLIGENCE**

7. Plaintiff realleges, incorporates by reference, and adopts paragraphs one through six as though they were originally alleged herein.

8. On or about February 13, 2008, Plaintiff was employed by Defendant as a seaman and was a member of the vessel's crew. The vessel was in navigable waters.

9. It was the duty of Defendant to provide Plaintiff with a reasonably safe place to work.

10. On or about the above referenced date, Plaintiff was injured while aboard the vessel as follows: Plaintiff was working in the tailor shop on the ship and was instructed to arrange floral displays made from roses. This was not a job within the scope of duties Plaintiff agreed to perform when he signed onto the ship. To perform this task Plaintiff went to the florist's room on the ship. As Plaintiff was working, another member of the vessels crew was bringing in additional roses to add to these floral displays. This crewmember placed extra roses on a crate that the Plaintiff was using as a seat. When the Plaintiff sat down the thorns from the roses lacerated the inner aspect of the Plaintiff's buttocks. Unbeknown to the Plaintiff he was diabetic and developed an abscess from the

rose thorn wounds. When Plaintiff became aware of his condition he sought treatment for it at the ship's medical facility. Plaintiff's wound was improperly treated and followed up on by the ships medical staff necessitating surgery at a shoreside medical facility. Defendant's shoreside physician who performed the surgery on the Plaintiff cut the Plaintiff's anal sphincter during the procedure. This cut resulted in fecal incontinence which required that the Plaintiff undergo two more surgeries and eventually have an artificial anal sphincter put in place.

11. Plaintiff's injuries are due to the fault and negligence of Defendant, and/or its agents, servants, and/or employees as follows:

a. Failure to use reasonable care to provide and maintain proper and adequate machinery, crew and equipment on its vessel;

b. Failure to use reasonable care to provide Plaintiff a reasonably safe place to work;

c. Failure to promulgate and enforce reasonable rules and regulations to insure the safety and health of the employees and more particularly the Plaintiff, while engaged in the course of his employment on said vessel.

d. Failure to use reasonable care to provide Plaintiff a safe place to work due to: 1) Failing to provide adequate instruction and supervision to the Plaintiff and other crewmembers on how to safely perform their duties and/or; 2) Failing to staff the ship with adequate and competent medical personnel and/or 3) Failing to send the Plaintiff to a competent shoreside physician to perform the necessary surgery once Defendant's shipboard physician failed to initially treat Plaintiff's injury adequately and/or; 4) Failure to provide prompt, proper, and adequate medical care which aggravated Plaintiff's injuries and caused him additional pain and disability and/or; 5) Failure to provide

Plaintiff and other crewmembers who were associated with Plaintiff or Plaintiff's incident giving rise to this action, reasonable hours of employment so as to not overwork them to the point of not being physically fit to carry out their duties. Defendant's employees are overworked to the point of fatigue and/or; 6) Defendant failed to learn and apply the common and well known principles of industrial ergonomics on board the vessel and/or; 7) Defendant used outmoded work methods and procedures and neglected modern material handling techniques and/or; 8) Defendant failed to train workers properly, such as Plaintiff and the work crews are undersized. As a result Defendant is having small work crews doing jobs traditionally handled by larger crews and having crewmembers do jobs for which they were not trained and/or; 9) Seamen's work takes place at any hour and under all weather conditions in isolated locations, without the site safety precautions available to workers in other industries and/or; 10) Failure to ascertain the cause of prior similar accidents so as to take measures to prevent their re-occurrence, and more particularly Plaintiff's accident and/or; 11) Failure to follow sound management practices with the goal of providing Plaintiff a reasonably safe place to work and/or; 12) Prior to Plaintiff's accident Defendant failed to investigate the hazards to Plaintiff and then take the necessary steps to eliminate the hazards, minimize the hazard or warn Plaintiff of the danger from the hazard and/or; 13) Defendant failed to perform an adequate pre-employment physical on Plaintiff so as to determine the dangers to Plaintiff of working on the vessel and/or; 14) Defendant failed to adhere to the Seafarers' Hours of Work and the Manning of Ships Convention, 1996: with respect to the hours of work and rest as well as other standards such as ILO 147 and/or; 15) Defendant failed to select and utilize competent, skilled and properly trained medical care providers with proper and adequate

medical equipment with respect to the Plaintiff's medical care and/or; 16) Defendant failed to provide plaintiff with enough sleeping time so as to cause Plaintiff and the other crewmembers on the vessel the same physical and mental impairments as being drunk. These type of impairments have been documented in the Journal of Occupational and Environmental Medicine; 57:649-655 (October 2000) and/or; 17) Defendant failed to properly manage Plaintiff's medical care after Plaintiff was injured and/or; 18) At all times material hereto, Defendant negligently failed to determine the hazards on the vessel to Plaintiff, failed to eliminate the hazard, failed to modify the hazard and failed to properly warn Plaintiff of the hazard. In addition, Defendant violated the International Safety Management Code and failed to have a proper, adequate and reasonably safe Safety Management System Manual. All of the above caused the plaintiff to be injured.

12. Defendant knew of the foregoing conditions causing Plaintiff's accident 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.

13. As a result of the negligence of Defendant, the Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain and suffering, mental anguish, reasonable fear of developing future physical and medical problems, loss of enjoyment of life, physical disability, impairment, inconvenience on the normal pursuits and pleasures of life, feelings of economic insecurity caused by disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of plaintiff's injuries, suffered physical handicap, lost wages, income lost in the past, and his working ability and earning capacity has been impaired. The injuries and

damages are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition Plaintiff in the past and in the future has lost the fringe benefits that come with Plaintiff's job, including but not limited to found, free food, free shelter, free medical care, free uniforms, vacation, and free air line ticket home and back.

WHEREFORE, Plaintiff demands all damages entitled by law and demands jury trial of all issues so triable.

## COUNT II UNSEAWORTHINESS

14. Plaintiff realleges, incorporates by reference and adopts paragraphs one through six as though they were originally alleged herein.

15. On or about the previously stated date, Plaintiff was a seaman and a member of the crew of Defendant's vessel, which was in navigable waters.

16. At all times material hereto, the vessel was owned, managed, operated and/or controlled by Defendant.

17. Defendant had the absolute nondelegable duty to provide Plaintiff with a seaworthy vessel.

18. On or about the previously stated date the unseaworthiness of Defendant's vessel was a legal cause of injury and damage to Plaintiff by reason of the following:

a. The vessel was unsafe and unfit due to the conditions created by Defendant as follows: 1) The vessel did not have adequate crewmembers creating a condition that forced the Plaintiff to do work not within the scope of his duties. While performing this work Defendant failed to supervise or train the Plaintiff or other crewmembers so that another crewmember placed roses behind the Plaintiff on the crate he was using as a seat

causing him injury and/or; 2) Defendant failed to staff the vessel with competent and adequate medical personnel and facilities.

- b. The vessel was not reasonably fit for its intended purpose;
- c. The vessel's crew was not properly trained, instructed or supervised;
- d. The vessel did not have a fit crew;
- e. The vessel did not have adequate manpower for the task being performed;
- f. The crew and Plaintiff were overworked to the point of being exhausted and not physically fit to carry out their duties safely.

19. As a result of the unseaworthiness of the vessel, the Plaintiff was injured about plaintiff's body and extremities, suffered physical pain and suffering, mental anguish, reasonable fear of developing future physical and medical problems, loss of enjoyment of life, physical disability, impairment, inconvenience on the normal pursuits and pleasures of life, feelings of economic insecurity caused by disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of plaintiff's injuries, suffered physical handicap, lost wages, income lost in the past, and plaintiff's working ability and earning capacity has been impaired. The injuries and damages are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition plaintiff in the past and in the future has lost the fringe benefits that come with plaintiff's job, including but not limited to found, free food, free shelter, free medical care, free uniforms, vacation, and free air line ticket home and back.

WHEREFORE, Plaintiff demands all damages entitled by law and demands jury trial of all issues so triable.



**COUNT III  
FAILURE TO PROVIDE MAINTENANCE AND CURE**

20. Plaintiff realleges, incorporates by reference, and adopts paragraphs one through six as though they were originally alleged herein.

21. On or about the previously stated date, Plaintiff while in the service of the vessel as a crew member was injured.

22. Under the General Maritime Law and by operation of treaty, Plaintiff, as a seaman, is entitled to recover maintenance and cure from Defendant, until he is declared to have reached maximum possible cure. This includes unearned wages (regular wages, overtime, vacation pay and tips), which are reasonably anticipated to the end of the contract or voyage which ever is longer. Maintenance and cure is an ongoing obligation of the Defendant from the date of Plaintiff's injury up through trial and at times beyond, as Plaintiffs are allowed to bring serial lawsuits for maintenance and cure purposes. Although maintenance and cure can be properly terminated at the point when the crewmember reaches Maximum Medical Improvement (MMI) and/or Maximum Medical Cure (MMC), it must be reinstated if the Plaintiff suffers a relapse of his condition that once again requires treatment to return the Plaintiff to an MMI/MMC status or if a cure becomes available that was not available to the Plaintiff at the time of the declaration of MMI/MMC. In addition, if an MMI/MMC declaration is challenged by another physician, the conflict must be resolved in favor of the crewmember receiving the additional care (treatment/cure) that is recommended.

23. Defendant willfully and callously delayed, failed and refused to pay Plaintiff's entire maintenance and cure so that Plaintiff has become obligated to pay the undersigned

a reasonable attorney's fee. In addition Defendant when they paid Plaintiff maintenance and cure did so late. Additionally Defendant cut off Plaintiff's access to cure and his maintenance before Plaintiff was done with all his treatments thereby forcing the Plaintiff to make his way back to the United States to be seen by his treating doctor at Plaintiff's own expense in order to get his care and treatment restarted and to get the additional surgeries needed to fix his condition as best is possible.

24. Plaintiff's condition requires continuous monitoring in the future and may require additional surgeries. As such Defendant is under a continuing obligation to treat his condition as the need arises.

25. Defendant's failure to pay Plaintiff's entire maintenance and cure is willful, arbitrary, capricious, and in callous disregard for Plaintiff's rights as a seaman. As such, Plaintiff would be entitled to attorney's fee under the General Maritime Law of the United States. Further Defendant unreasonably failed to pay or provide Plaintiff with maintenance and cure which aggravated his condition and caused Plaintiff to suffer additional compensatory damages including but not limited to the aggravation of Plaintiff's physical condition, disability, pain and suffering, reasonable fear of developing future physical and medical problems, mental anguish, loss of enjoyment of life, feelings of economic insecurity as well as lost earnings or earning capacity, and medical and hospital expenses in the past and into the future..

WHEREFORE, Plaintiff demands all damages entitled by law, attorneys fees and demands jury trial of all issues so triable.

**COUNT IV  
FAILURE TO TREAT**

26. Plaintiff realleges, incorporates by reference and adopts paragraphs one through six as though originally alleged herein.

27. On or about the previously stated date, Plaintiff was employed by Defendant as a seaman and was a member of the vessel's crew. The vessel was in navigable waters.

28. It was the duty of Defendant to provide Plaintiff with prompt, proper and adequate medical care.

29. Defendant through the ship's staff failed to provide Plaintiff with prompt, proper, adequate, and complete medical care. This conduct includes, but is not limited to:

a. Defendant not giving Plaintiff adequate medical care in a prompt manner after his initial seeking of care subsequent to his injury and/or;

b. Defendant providing inadequate and incomplete medical care both on the ship and at Defendant's shoreside Physician prior to Plaintiff being seen at the Cleveland Clinic and/or;

c. Defendant declaring Plaintiff to be at MMI/MMC before his condition had been resolved and before all medical care that was needed had been provided and/or;

d. Forcing Plaintiff to find his own way back in order to restart this care and to Miami to have the surgeries needed to fix his condition as best as possible.

30. As a direct and proximate result of Defendant's failure, Plaintiff suffered additional pain, disability and/or Plaintiff's recovery was prolonged. In addition, the Plaintiff was injured about plaintiff's body and extremities, suffered physical pain and suffering, mental anguish, reasonable fear of developing future physical and medical problems, loss of enjoyment of life, physical disability, impairment, inconvenience on the normal pursuits and pleasures of life, feelings of economic insecurity caused by

disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred additional medical expenses in the care and treatment of plaintiff's injuries, suffered physical handicap, lost wages, income lost in the past, and plaintiff's working ability and earning capacity has been impaired. The injuries and damages are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future.

31. This Count is alleged separately from Jones Act Negligence pursuant to *Joyce v. Atlantic Richfield Company*, 651 F.2d 676 (10th Cir. 1981) which states, in part, "Negligent failure to provide prompt medical attention to a seriously injured seaman gives rise to a separate claim for relief [for which separate damages are awardable]."

WHEREFORE, Plaintiff demands all damages entitled by law and demands jury trial of all issues so triable.

**COUNT V  
WAGES AND PENALTIES  
46 USCA SECTION 10313**

32. Plaintiff realleges, incorporates by reference, and adopts paragraphs one through six as though originally alleged herein.

33. At all times material hereto, Plaintiff was employed as a seaman in the service of the vessel.

34. While in the service of the ship, Plaintiff performed all the work required of him, and carried out the orders given by his superiors.

35. Plaintiff was injured when he was required to perform a job outside the scope of the duties for which he signed onto the ship and was never compensated for this extra job.

36. Plaintiff was discharged without any lawful, just or sufficient cause. At the time of Plaintiff's discharge, the vessel was in a port of the United States.

37. At the time of Plaintiff's discharge, Defendant did not pay Plaintiff all of his earned wages, including tips and/or reimbursement of deductions previously made from Plaintiff's wages. Defendant has sole custody and control of Plaintiff's wage records and personnel file. These documents are needed by Plaintiff to review to show exact dates and amounts with respect to earned wages owing to Plaintiff and deductions made from such earned wages.

38. At the time of Plaintiff's discharge, Plaintiff demanded all his wages, including tips and reimbursement of deductions made from Plaintiff's earned wages.

39. Defendant refused to pay Plaintiff all his earned wages or reimburse Plaintiff for the deductions made there from, without sufficient cause.

40. Under 46 U.S.C.A. Section 10313, Plaintiff is entitled to his earned wages, deductions, and two days wages for each day payment is delayed.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, wage penalties, attorney's fees and interest as permitted by law. Plaintiff also demands trial by jury.

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