

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

CIRCUIT CIVIL DIVISION

ISMAIL YUCE,

CASE NO. 11-4376 CA 25

Plaintiff,

vs.

NOTICE OF HEARING

(Motion Calendar)

ROYAL CARIBBEAN CRUISES LTD.

Defendant.

PLEASE TAKE NOTICE that a hearing on Defendant's Motion for Extension of Time to Respond to Complaint, in the above-styled cause, will be heard before the **Honorable Beatrice Butchko**, one of the Judges of the above-styled Court, at the Dade County Courthouse, 73 W. Flagler Street, Room 1110, Miami, Florida on the 13 day of April, 2011 @ 8:30 A.M., or as soon thereafter as same may be heard.

GOOD FAITH AFFIDAVIT

Undersigned counsel certifies that a bona fide effort to agree or to narrow the issues on the Motion noticed has been made with opposing counsel or that, because of time considerations, such effort has not as yet been made but will be made prior to the scheduled hearing.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing Notice was mailed this 7 day of March, 2011, to: Peter P. Sotolongo, 201 South Biscayne Blvd., Suite 2830 Miami, Florida 33131.

ROYAL CARIBBEAN CRUISES LTD.
Attorney for Defendant
1050 Caribbean Way
Miami, Florida 33132
Tel.: (305) 539-6000 Ext. 36327
Facsimile: (305) 539-8101

BY:



RANDY GINSBERG
FLA. BAR NO. 185485

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

ISMAIL YUCE,

CIRCUIT CIVIL DIVISION

Plaintiff,

CASE NO. 11-4376-CA-25

vs.

ROYAL CARIBBEAN CRUISES LTD.,

Defendant.

**DEFENDANT'S MOTION FOR EXTENSION OF TIME TO RESPOND TO
COMPLAINT**

Defendant, ROYAL CARIBBEAN CRUISES LTD., by and through undersigned counsel, respectfully requests this Court grant an extension of time for Defendant to respond to Plaintiff's Complaint.

1. A response to Plaintiff's Complaint is due on March 7, 2011.

2. Defendant seeks an enlargement of time to respond to the Complaint in order to permit Defendant the opportunity to determine if this matter is arbitration eligible and whether Defendant will remove the matter to federal court.

3. Defendant may be suffer prejudice by filing a responsive pleading at this point as certain federal court judges have deemed such action as a waiver to proceed in arbitration.


4. Defendant respectfully submits that this request is not for purposes of delay; rather, it is to determine whether that matter is arbitration eligible and whether the Defendant should remove the case to the United States District Court for the Southern District of Florida for the purposes of enforcing any applicable arbitration provision.

WHEREFORE, Defendant, ROYAL CARIBBEAN CRUISES LTD. requests that this Honorable Court grant its Motion for Extension of Time and extend the deadline to respond to Plaintiff's Complaint.

Respectfully submitted,


ROYAL CARIBBEAN CRUISES LTD.
1050 Caribbean Way
Miami, Florida 33132
(305) 539-6000 Tel.
(305) 539-8101 Fax

By: _____


RANDY S. GINSBERG
Fla. Bar No.: 185485

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served U.S. Mail on March 7, 2011 to: Peter P. Sotolongo, 201 South Biscayne Blvd. Miami, Florida 33131.



RANDY S. GINSBERG
Fla. Bar No.: 185485

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

GENERAL JURISDICTION DIVISION

CASE NO:

11-04376CA25

ISMAIL YUCE

Plaintiff,

v.

ROYAL CARIBBEAN CRUISES, LTD.,

Defendant.

THE ORIGINAL FILED
ON FEB 09 2011
IN THE OFFICE OF
CIRCUIT COURT MIAMI-DADE CO
CIVIL DIVISION

COMPLAINT FOR SEAMAN

The Plaintiff, ISMAIL YUCE, sues the Defendant, ROYAL CARIBBEAN CRUISES, LTD. and alleges:

1. This is an action seeking damages in excess of Fifteen Thousand (\$15,000.00) Dollars.
2. DATE OF ACCIDENT: May 2 or 4, 2010
3. VESSEL: "M/V Brilliance of the Seas"
4. FACTS OF ACCIDENT: The Plaintiff worked as an assistant waiter for Defendant. Plaintiff worked 10 to 14 hours daily for up to ten months at a time for a salary of \$50.00 a month plus tips. During Plaintiff's employment with Defendant as an assistant waiter, Plaintiff was constantly required repeatedly lift and carry heavy trays and push heavy trolleys. Plaintiff was also required to stand for extremely long periods of time in order to serve the thousands of passengers that cruise onboard Defendant's vessels. Plaintiff and other waiters were required to lift and carry the heavy trays in an awkward position, due to their size and weight, for

many hours each day. Plaintiff was also always required to work in a rush, which forced him, and all other waiters, to carry as many things on the trays as possible, in order to finish timely and provide the exceptional service that the passengers expect and deserve.

5. On or about May 2 or 4, 2010, Plaintiff was working in the morning during breakfast, lifting and carrying the trays used on Defendant's vessels to serve the passengers, when he felt a severe pain in the low back and leg. Plaintiff immediately reported the pain to his supervisor and was allowed to see the ship's doctor.

6. The ship's doctor gave Plaintiff a gel to rub on his back and ordered Plaintiff to rest for *two (2) days* (until May 6, 2010). However, despite the rest and gel, Plaintiff continued to suffer from severe back and leg pains. Incredibly, when Plaintiff went back to the ship's doctor on May 6, 2010, the ship's doctor found him fit for duty and ordered him to return to work. Plaintiff worked for another three days before the severe back pain prevented him from carrying out his duties. On May 9, 2010, the ship's doctor finally agreed to arrange to have Plaintiff go off the ship to be seen by a shore side specialist.

7. On May 13, 2010, Plaintiff was allowed off the ship to be seen by a shore side physician in Italy who stated that Plaintiff was not fit for duty and should have an MRI done. See Medical Referral/Status Report, attached and incorporated herein as **Exhibit "1"**. However, the MRI was not done in Italy because they lacked the equipment. Thereafter, Plaintiff returned to the ship, and was subsequently signed off for medical treatment on May 21, 2010, and sent home to Turkey. Defendant failed to buy Plaintiff a ticket all the way home, and Plaintiff was forced to buy his own ticket from Istanbul to Antalya.

8. Plaintiff had the MRI done on May 26, 2009 and it showed disc bulging and degeneration at levels L3 through L5. See Medical Report, attached and incorporated herein as

Exhibit “2”.As a result, Plaintiff was ordered to undergo physiotherapy, which he did from May 26 to July 27, 2009. Despite Plaintiff’s complaints of continued back and leg pain, Defendant declared Plaintiff to be at *Maximum Medical Improvement* (“MMI”) on the last day of his physiotherapy sessions. See Crew Medical Status Report, attached and incorporated herein as **Exhibit “3”**. Interestingly, Defendant’s doctor, restricted Plaintiff to carrying *no more than 5 kg, and avoid standing position for long times during working*, yet found Plaintiff fit for duty. However, Plaintiff cannot be fit for duty as an assistant waiter if he cannot lift weights exceeding 5 kg as there are no light duties fir assistant waiters aboard any vessel.

9. Plaintiff’s back, leg and health deteriorated under RCCL’s regimen of extremely hard and long physical labor. As a result, Plaintiff has suffered needless pain and suffering.

10. The medical malpractice of RCCL’s doctors and negligence of its supervisors aggravated Plaintiff’s back condition and subjected him to additional needless pain and suffering. Defendant has also breached the obligation to provide Plaintiff with maintenance and cure until he is cured. See Crew Medical Information Letter, attached and incorporated herein as **Exhibit “4”**.

11. At the time of Plaintiff’s injury, Defendant knew that lifting heavy trays was harmful to Plaintiff because many of its other crewmembers have suffered similar accidents and have injured their neck and back while lifting similar floats as Plaintiff, which are used to entertain the thousands of guests aboard RCCL’s vessels.

12. As a direct and proximate result of RCCL’s conduct, Plaintiff is permanently disabled from being a seafarer and has an extraordinarily large wage loss, in addition to a loss of capacity to enjoy life.

13. Plaintiff was in good health at the time he signed on to the Vessel in March 2010, as noted in his pre-employment physical examination.

14. As a result of Plaintiff's injury, medical condition and continued disability, he will never be able to pass the physical examination necessary to work aboard a ship again. Due to his inability to work aboard a cruise ship, the Plaintiff will suffer severe economic consequences, both now and in the future.

15. Defendant(s), 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/Were 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, Section 48.081, 48.181 or 48.193.
- e. The acts of Defendant(s) set out in this Complaint occurred in whole or in part in this county and/or state.

16. Defendant(s) is/are subject to the jurisdiction of the Courts of this state.

17. The causes of action asserted in this Complaint arise under the Jones Act, 46 U.S.C., Section 688, and the General Maritime Law of the United States.

18. The vessel was in navigable waters at all times material hereto.

19. At all times material hereto, the vessel was owned, operated, managed, maintain and/or controlled by Defendant, ROYAL CARIBBEAN CRUISES, LTD.

COUNT I
JONES ACT NEGLIGENCE

Plaintiff readopts and realleges paragraphs 1 through 19 as if stated herein verbatim and further alleges:

20. It was the duty of RCCL to provide the Plaintiff with a safe place to work.

21. On or about the above date, Plaintiff was injured due to the fault and negligence of RCCL and/or its agents, servants and/or employees as follows:

- a. Failure to use reasonable care to provide and maintain a safe place to work for Plaintiff, fit with proper and adequate machinery, crew and equipment;
- b. Failure to use reasonable care to provide Plaintiff a 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 with a safe place to work, having inadequate and inexperienced crew performing the task that was being performed at the time of the accident, and otherwise failing to use reasonable care to maintain the work place in a safe condition;
- e. Failure to provide adequate training, instruction and supervision to crewmembers and Plaintiff;
- f. Failure to provide prompt, proper and adequate medical care which aggravated Plaintiff's injuries and caused him additional pain and disability;
- g. Failure to provide Plaintiff and other crewmembers reasonable hours of employment so as to not overwork them to the point of not being physically fit to carry out their duties;
- h. Failure to ascertain the cause of prior similar accidents so as to take measures to prevent their reoccurrence and more particularly Plaintiff's accident;
- i. Failure to follow sound management practices with the goal of providing Plaintiff a safe place to work. 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 the Plaintiff of the danger from the hazard;

- j. Failure to provide adequate safety measures to guard against known risks of injury to seamen, including Plaintiff.

22. RCCL 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 RCCL in the exercise of reasonable care should have learned of them and corrected them.

23. As a result of the negligence of RCCL, the Plaintiff was injured about his body and extremities, suffered pain therefrom, incurred medical expenses in the care and treatment of his injuries, suffered physical handicap, lost wages and his working ability has been impaired. The injuries are permanent or continuing in nature and Plaintiff will suffer the losses and impairments in the future.

24. In the alternative, Plaintiff had a pre-existing condition which was aggravate and/or activated by Defendant's action.

WHEREFORE, Plaintiff sues Defendant, ROYAL CARIBBEAN CRUISES, LTD., for compensatory damages and demands a trial by jury of all issues so triable.

COUNT II
UNSEAWORTHINESS

Plaintiff readopts and realleges paragraph 1 through 19 as if stated herein verbatim and further alleges:

25. On or about the previously stated date, Plaintiff was a seaman and a member of the crew of RCCL's vessel which was in navigable water.

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

27. RCCL had the absolute nondelegable duty to provide Plaintiff with a seaworthy vessel.

28. On or about the previously stated date, the unseaworthiness of RCCL'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 RCCL's conduct stated in paragraph 21;
- 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 and/or adequate manpower for the tasks being performed, which caused Plaintiff to be overworked to the point of being exhausted and not physically fit to carry out her duties safely.

29. As a result of the unseaworthiness of the vessel, the Plaintiff injured her back and suffered pain therefrom, incurred medical expenses in the care and treatment, suffered physical handicap, lost wages, and her working ability has been impaired. The injuries are permanent or continuing in nature and Plaintiff will suffer losses and impairments in the future.

30. In the alternative, Plaintiff had a pre-existing condition which was aggravated and/or activated by RCCL's action and/or conduct.

WHEREFORE, Plaintiff files suit against ROYAL CARIBBEAN CRUISES, LTD., for damages, including pre-judgment interest and demands a trial by jury of all issues so triable.

COUNT III
FAILURE TO PROVIDE
MAINTENANCE AND CURE AND UNEARNED WAGES

Plaintiff readopts and realleges paragraphs 1 through 19 as if stated herein verbatim and further alleges:

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

32. Under the General Maritime Law of the United States, Plaintiff, as a seaman, is entitled to recover maintenance and cure from Defendant until she is declared to have reached maximum medical cure. Despite its obligations, Defendant failed to provide adequate medical treatment to Plaintiff. Despite her continuing complaints of pain, Defendant has failed to properly investigate the cause of her continuing back pain and left leg numbness.

33. Defendant unreasonably, willfully, and callously delayed, failed, and refused to provide Plaintiff's entire maintenance and cure, in light of clear objective evidence that she is not cured from her back condition. As a result, Plaintiff has become obligated to hire the undersigned attorney.

34. Defendant's failure to provide Plaintiff's maintenance and cure is unreasonable, willful, arbitrary, and capricious and in callous disregard for Plaintiff's rights as a seaman. As such, Plaintiff is entitled to attorney's fee under the General Maritime Law of the United States.

WHEREFORE, Plaintiff files suit against Defendant, ROYAL CARIBBEAN CRUISES, LTD., for damages, including attorney's fees and pre-judgment interest and demands a trial by jury of all issues so triable.

Dated this 9 day of February 2011.

Respectfully submitted,

Attorney for Plaintiff,

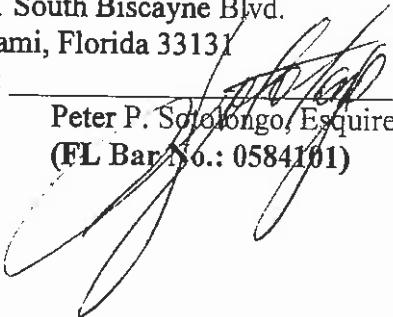
SOTOLONGO, P.A.

Miami Center, Suite 2830

201 South Biscayne Blvd.

Miami, Florida 33131

By: _____


Peter P. Sotolongo, Esquire

(FL Bar No.: 0584101)

EXHIBIT 1



MEDICAL REFERRAL / STATUS REPORT

SHIPBOARD PHYSICIAN (Please complete all sections):

Date: 05-11-10
 Employee ID #: 358388
 Position: Assistant Waiter

Crewmember's Name: Ismail Yuca
 Date of Birth: 3-3-81
 Department: F&B

Ship: Brilliance
 Citizenship: Turkey

BILLING INFORMATION

SELF-PAY
 Provider to collect payment at time of service from crew member

SEDGWICK CMS
 RCL Crew Claims
 Post Office Box 14532
 Lexington, KY 40512
 Int'l Tel: 800.794.1659
 US Tel: 800.932.4484
 Fax: 770-353-4508
 Email: RCLrequest@sedgwickcms.com

Ship Doctor's History/Diagnosis/Treatment/ECopies of prior records, lab results submitted: DFTAKED

Recurrent lower back pain since about 05-02-10, probably tray-lifting related. He has been taking NSAID, performing stretching exercises, and resting, but the symptoms have been persistent, mostly in the mornings. Lasague's sign is negative. No neurological deficit has been noticed. Please, for Orthopedic evaluation and treatment. Diagnostic images suggested.

Doctor's Stamp or Print Name: Eldin Cruz MD
 Referral Date: 05-13-10
 Shipboard Doctor's E-mail: BR Doctor Sr/BR/RCLShip

I hereby authorize the health care facility / physician to release all medical records to the Referring Ship Physician & Royal Caribbean's Crew Medical Dept.

Crew Member Signature: [Signature]
 Date: 05-11-10

SHORESIDE PHYSICIAN (PRINT CLEARLY IN ENGLISH - COMPLETE ALL SECTIONS - ATTACH A COPY TO YOUR CLAIM)

Brief History of Illness / Accident:

Diagnosis: LOMBARALGIA
 ICD9 Code:

Recommended Treatment:
 FIRE LOMBAR
 CORTISON 15MG FL 2 1 X 2 TO DAY FOR 5 DAY
 MUSCORAL FL

Recommended Diagnostics:

IMPORTANT! Is the crewmember fit to perform the essential functions of his/her current job? YES NO

Is the crewmember fit for travel? YES NO // "YES", travel by Air Sea Other

Has crewmember reached Maximum Medical Improvement (MMI)? YES NO // "NO", indicate Estimated MMI Date: 5 DAY

Follow-up Appointment? YES NO // "YES", indicate Date:

FOLLOW-UP APPOINTMENT WILL BE CONDUCTED BY SHIPBOARD DOCTOR, UNLESS OTHERWISE NOTED

Special Instructions/commitments to Shipboard Doctor:
 NO WORK FOR 5 DAYS

Further Medical Referral? YES NO // "YES", referred to: 5 DAYS

Physical Therapy? YES NO // "YES", Times per week: 3 No. of Weeks: 4

Shoreside physician's signature: [Signature]
 Date: 03/5/10
 Physician's name (please print): DR DOMINA EYANWIL
 Physician's E-mail:
 Telephone (area/country code):
 Fax No. (area/country code):

EXHIBIT 2

Hasta Adı Soyadı : ISMAIL YÜCE
Sigortası :
Referans Numarası : AAH201018348
Bilgi Referans Numarası :
Doğum Tarihi / Cinsiyeti : 03.03.1981 / Bay
Ev Adresi : GÜNEŞ MAH 8076 SOK NO.10
ANTALYA,TR
Başvuru Tarihi : 26.05.2010
Taburcu Tarihi : 26.05.2010
Tedavi Türü, Odası :
Sorumlu Doktor : Op.Dr. Hakan Özsoer
Şikayeti : SEVERE LOW BACK AND BOTH HIP PAIN
Teşhis 1 : ACUTE LUMBAR DISC HERNIA
ICD-10 : M54.16

A 29 years old male patient named İsmail Yüce came to our hospital with severe low back pain, both hip pain, difficulty of sitting and walking.

His history revealed that his complaints started about 1 month hours ago and progressed in spite of analgesic treatment.

The systemic physical evaluation was normal.

General status was good, vital signs were all normal.

The neurologic examination revealed:

Conscious, cooperated and oriented. Cranial nerves examination was normal.

Motor examination was normal.

Sensory examination was normal.

Door-bell sign was (Pain on the L3-S1 spinous processes with palpation) positive.

Walleix sign was positive on the left side.

The Laseque test was positive on 45 degrees on the left side and Contr-Laseque was positive.

Deep tendon reflexes were normoactive.

There was evident paravertebral muscle spasm bilaterally.

Walsl movements was advanced restricted.

Lumbar Spinal MRI was asked to rule out spinal pathology.

MRI showed; L3-4, L4-5 and L5-S1 discal bulging, and degenerative signal findings on the L4-5 and L5-S1 intervertebral discs.

Neurosurgical pathology was not detected.

Physical therapy programme was suggested to the patient.

yours sincerely,

Hakan Özsüer M.D:

Neurosurgeon

EXHIBIT 3

Crew Medical Status Report
Crew Member Information

Name: Crew ID ISMAIL YUCE 358389

Position: _____ Date of Birth _____

Diagnosis: ✓ _____

(Lumber Degenerative Discopathy (L3-4, L4-5, L5-S1))

Treatment Rendered & Response: we advised Physical tedavi treatment to decrease his low back pain and stiffness and to improve his daily life quality activity
Medication required on a daily basis if any: ✓

Ø

Mandatory Discharge Information

Is Crew Member fit for Duty? X Yes _____ No

What restrictions, if any? Duration of restrictions & specific limits eg: time/weight etc:
He can't be in standing position for a long time by working and don't carry more than 5kg

Maximum Medical Improvement? X Yes _____ No

The definition of Maximum Medical Cure is as follows: The accepted legal standard holds that maximum cure is achieved when it appears probable that further treatment will result in no betterment of the seaman's condition. Thus, where it appears that the seaman's condition is incurable, or that future treatment will merely relieve pain and suffering but not otherwise improve the seaman's physical condition, it is proper to declare that the point of maximum cure has been achieved.

Physicians Signature: Didem Özşeker Date: 27.07.10

Physicians Name (print): _____

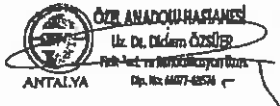


EXHIBIT 4

Crew Medical Leave Information Letter

Please read this document carefully as the crew medical leave process has changed for all sign-offs effective September 5, 2008

Our Crew Medical Department has been notified by the ship's medical staff that you are signing off the vessel on medical leave. In order to provide you with some general information/understanding of the process, please read this letter and then contact your case manager or coordinator for further specific questions.

You must contact your case coordinator/case manager within 72 hours of your arrival at home. . . .
Please note that collect calls will be accepted.

-
1. Once you depart the ship on medical leave you are entitled to maintenance and cure benefits. Maintenance is food and lodging or a specified daily allowance. If you are staying in a company sponsored hotel, the company will pay for your room and food. We do not cover long distance calls, videos, mini bar purchases or alcoholic beverages. If you are staying in your home, the company will provide you with a specified daily amount based on your contract and/or collective bargaining agreement. You may also be entitled to receive sick wages (unearned wages) as outlined in your contract or collective bargaining agreement. Please refer to it for specific amount and duration. Cure is necessary/recommended medical treatment that you require for a condition that occurred while you were in the service of the vessel. You are eligible to receive these benefits until you have been declared fit for duty and/or maximum medical improvement (MMI) by a treating medical provider. MMI is a point at which your treating physician(s) report/advise

Date of Sign: 05/15/10
Crewmember Name: Ismail Yuse Crew ID:
Crew ID: 358389
Ship: BR
Page 3 of 3

that you have received all possible medical treatment to improve your condition and no further curative care is recommended or required.

2. If you completed your contract and were provided a medical referral by the shipboard physician to receive medical treatment during your vacation, you are NOT eligible for sick wages. However, you are entitled to receive medical evaluation and/or treatment for a documented illness or injury that occurred while you were in the service of the vessel. Maintenance would be provided if it is determined that you are not fit for duty and require treatment for said condition until you have been declared fit for duty and/or MMI.
 3. RCL in coordination of all medical appointments and services during your medical leave. All medical coordination will be arranged through in-network medical and service providers, which will be pre-authorized by RCL. Please communicate with RCL coordinator/case manager concerning the management of medical care at any time during your recovery.
 4. In the event that a provider is requesting payment at the time of service, please contact RCL for assistance and coordination with an in-network medical or service provider where direct billing arrangements are available. RCL is making every effort to avoid any out-of-pocket expense to you while on medical leave. All services **MUST** be coordinated and pre-approved through RCL.
 5. While you are on medical leave it is vital that we receive updated reports from your medical provider(s) on a bi-weekly basis in order to continue receiving your medical benefits. You may have to sign a medical release with each of the doctors so that they will release your medical information to RCL. We suggest you do this on your first visit to each treating physician in order to avoid delays in the future. Failure to receive updated reports could result in your pay being placed on hold until we receive proper medical documentation
- 6 Medical wages are paid on a monthly basis. The amount of sick wages/maintenance payments you receive on your first check will depend upon the day you sign off the ship on medical leave. The following dates are the pay periods and check issue dates for the remainder of the year:

12/16/09	01/15/10		01/22/10
01/16/10	02/15/10		02/19/10
02/16/10	03/15/10		03/19/10
03/16/10	04/15/10		04/23/10
04/16/10	05/15/10		05/21/10
05/16/10	06/15/10		06/18/10
06/16/10	07/15/10		07/23/10
07/16/10	08/15/10		08/20/10
08/16/10	09/15/10		09/17/10
09/16/10	10/15/10		10/22/10
10/16/10	11/15/10		11/19/10
11/16/10	12/15/10		12/17/10

Date of Sign: 05/15/10
 Crewmember Name: Ismail Ynoe
 Crew ID: 358389
 Ship: BR
 Page 3 of 3

If you are staying in a company sponsored hotel in Miami or Ft. Lauderdale the checks are delivered by courier to the front desk manager on the check issue date for you to pick up. All other checks are sent via UPS to either your home address, the agent at the port-of-call in which you are staying, or sent to the ship if you have returned to duty. If you opted to seek legal representation while on medical leave, your checks will be sent to your representing attorney's office.

ELECTRONIC / WIRE TRANSFER PAYMENT OPTION

To avoid any delays, we encourage all of our crew on medical leave to request their payments via direct wire transfer to their personal home based checking account. *We have attached a wire transfer request form, which MUST be completed by your banking institution/representative to make certain the details are correct.* The original completed form must be returned to RCCL as outlined on the form

6. We have experienced problems in the past in getting checks to crew in a timely manner when inaccurate mailing addresses have been provided to crew medical. It is important that you provide your case manager with a current and complete mailing address (including telephone number and e-mail address) for your check to be timely delivered. As the checks are sent out via UPS, it is vital we have a complete address and current phone number. We cannot deliver to a Post Office Box address.

8. If you are enrolled in the International Shipboard Officers Medical Plan (Marine: 2.0 - 4.0 Stripes or Hotel: 2.5 - 4.0 Stripes) you must contact AXA Assistance toll free at 1.866.384.2796 or local U.S. 1.312.935.9218 (collect calls accepted) or via e-mail at royalcaribbean@axa-assistance.com in order to activate your benefits and medical care while at home on medical leave. You must contact your case manager and notify him/her of your AXA status. Your medical bills/receipts and expenses will need to be submitted to AXA. Please refer to your officer's medical plan details or contact an AXA representative with any questions you may have regarding your benefits.

9. Once you are declared FIT for duty and/or have achieved maximum medical improvement (no additional curative treatment is recommended), your treating physician must certify in writing that you are able to perform all of the essential job elements of your assigned position. Upon receipt, your case manager will close your medical file and notify the appropriate scheduler. Once your coordinator/case manager confirms that the scheduler has been notified that you are fit for duty, please follow-up with the hiring agent in your home country who will contact the scheduler concerning your future ship assignment. Also, be sure to maintain a copy of all your medical records (including fit for duty report) and provide same to the medical facility upon your return to your assigned ship.

If you are declared NOT FIT for duty and have achieved maximum medical improvement (no additional curative treatment is recommended), your case manager will close your medical file and notify Human Resources.

We value you as a contributing member of the shipboard workforce, and want to return you to duty as quickly as possible. Our goal in crew medical is to provide you with quality medical care and work with you and your treating physician(s) in order to get you treated in a timely manner and back to work as quickly as possible.

We look forward to you taking an active role in your recovery by complying with the recommended treatment, remaining in contact with your coordinator/case manager, and ensuring that your reports are received and/or submitted to RCL.

Sincerely,

Date of Sign: 05/15/10
Crewmember Name: Ismail Yuce Crew ID:
Crew ID: 358389
Ship: BR
Page 3 of 3

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.
 IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.

DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> DISTRICTS <input type="checkbox"/> OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER 11-04376CA25
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PLAINTIFF(S) YUCE, ISMAIL	VS. DEFENDANT(S) ROYAL CARIBBEAN CRUISES, LTD	SERVICE <i>MB 02/15/11 30 #10,09 2-46 PM</i>
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Amanda Jacobs
Litigation Attorney
Royal Caribbean Cruises Ltd.
2/15/2011 @ 2:40

THE STATE OF FLORIDA:
 To Each Sheriff of the State:
YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on defendant(s): ROYAL CARIBBEAN CRUISES, LTD.
1080 Caribbean Way
Miami, FL. 33132

CLOCK IN

Each defendant is required to serve written defense to the complaint or petition on Plaintiff's Attorney: PETER P. SOTOLONGO, ESQ.
 whose address is: 201 BISCAYNE BLVD. SUITE 2830, MIAMI FLORIDA 33131

within 20 days " Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days." after service of this summons on that defendant , exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk 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.

HARVEY RUVIN CLERK OF COURTS	 BY: _____ DEPUTY CLERK	FEB 09 2011 DATE
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**AMERICANS WITH DISABILITIES ACT OF 1990
 ADA NOTICE**

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2702, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."