

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

SHERWIN WEEKES,

Plaintiff,

vs.

ROYAL CARIBBEAN CRUISES, LTD.,
a Foreign Corporation,

Defendant.

CASE NO.:

10-61793 CA 25

DATE 12-6-10 TIME 10:40am

INITIAL MG BADGE# 1442

SUMMONS

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

YOU ARE COMMANDED to serve this Summons and Complaint upon the
Defendant by serving its agent as follows:

ROYAL CARIBBEAN CRUISES, LTD.

Through its registered agent for service of process:

BRADLEY H. STEIN
1050 CARIBBEAN WAY
MIAMI, FL 33132

Randy S. Ginsberg 12-6-2010 @ 10:40am
Litigation Attorney (R)
Royal Caribbean Cruises Ltd



Each Defendant is required to serve written defenses to the complaint or petition
on Plaintiff or his attorney, whose name and address are JOHN F. BILLERA, ESQUIRE,
2641 NE 207th Street, Aventura, FL 33180, (305) 816-6610 within 20 days after service
of this summons on the Defendant, exclusive of the day of service, and to file the original
of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or
immediately thereafter. If Defendant fails to do so, a default will be entered against
Defendant for the relief demanded in the Complaint or Petition. DEC 03 2010

WITNESS my hand and Seal of said Court this ____ day of ~~November~~, 2010.

Clerk of the Court

(COURT SEAL)

BY ANNACLETTE HODGE
Deputy Clerk

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

GENERAL JURISDICTION DIVISION

CASE NO.: _____

SHERWIN WEEKES,

Plaintiff,

10-61793 CA 25

vs.

ROYAL CARIBBEAN CRUISES, LTD.,
a Foreign Corporation,

Defendant.

_____ /

COMPLAINT

COMES NOW the Plaintiff, SHERWIN WEEKES, by and through his undersigned counsel, and sues the Defendant, ROYAL CARIBBEAN CRUISES, LTD., a Foreign Corporation (hereinafter "ROYAL CARIBBEAN"), and in support thereof, states as follows:

GENERAL ALLEGATIONS

1. This is an action seeking damages in excess of the jurisdictional limits of the Circuit Court, in and for Dade County, Florida.
2. This is an admiralty and maritime claim arising under the federal general maritime law of the United States and is brought in this Court under the Savings to Suitors Clause of 28 U.S.C. Section 1333(1).
3. At all times material hereto, the Plaintiff, SHERWIN WEEKES, was employed by, and served as a seaman and crewmember on board, Defendant's vessel the *BRILLIANCE OF THE SEAS*.

4. Defendant, ROYAL CARIBBEAN, is a foreign corporation with its principal place of business in Miami-Dade County, Florida.

5. Defendant, ROYAL CARIBBEAN, was the Plaintiff's Jones Act employer.

6. At all times material hereto, Defendant, ROYAL CARIBBEAN, owned, operated, managed, maintained and/or controlled the vessel *BRILLIANCE OF THE SEAS*.

7. Defendant had and has sufficient contacts with the State of Florida to subject it to the jurisdiction of this State Court.

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

9. At all times material, the Defendant, 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, Section 48.081, 48.181, or 48.193; and

e. The acts of Defendant set out in this Complaint occurred in whole or in part of this county and/or state.

10. At all times material hereto, the Plaintiff was working as a galley cleaner aboard the *BRILLIANCE OF THE SEAS*, owned and operated by the Defendant as well as other vessels owned and operated by Defendant.

11. As a galley cleaner, the Plaintiff was assigned a multitude of tasks, which

required him to work an excessive number of hours, sometimes fifteen (15) to sixteen (16) hours per day.

12. The job tasks that were assigned to the Plaintiff required the Plaintiff to be on his feet an excessive number of hours each day, and to perform an excessive amount of bending, stooping, and twisting maneuvers in order to complete his job.

13. Due to the multitude of tasks assigned to the Plaintiff, and the heavy work required of him, Plaintiff was unable to receive adequate rest.

14. When Plaintiff was assigned to the *BRILLIANCE OF THE SEAS*, he had to pass a pre-employment physical examination, and he was found physically fit;

15. Due to the multitude of tasks which required an excessive amount of lifting, twisting, stooping, bending and kneeling, the Plaintiff developed back problems, which he reported to his supervisor.

16. His supervisor did not take action when he received the complaints from the Plaintiff for the excessive amount of work Plaintiff was assigned to, but required the Plaintiff to continue performing the excessive amount of work required of him on a daily basis, seven (7) days per week.

17. One of the difficult and physically taxing jobs that Plaintiff was assigned to, was loading trolleys with plates from the dishwashing area. Due to an insufficient number of crewmembers, Plaintiff had to work at an extremely rapid pace, and engage in rapid bending, twisting and lifting maneuvers in order to load the trolleys with plates.

18. The Plaintiff also had to lift heavy plates in order to perform his job tasks.

19. At all times material hereto, Plaintiff was not properly supervised or trained

how to perform the tasks required of him safely. Instead, the supervisors were simply concerned with getting the work done quickly, which required the Plaintiff to overexert himself on a daily basis in order to complete all the multitude of tasks due to the lack of inadequate rest breaks, and inadequate crew and personnel to perform the multitude of tasks within the allocated time.

20. While working on the *BRILLIANCE OF THE SEAS*, on or about March 6, 2009, the Plaintiff was seen by the ship's doctor for back pain that had developed due to the multitude of physically exerting job tasks Plaintiff was required to perform on a daily basis, including the loading of the trolleys. Plaintiff's back pain had increased and had become severe.

21. Plaintiff was sent shore side for further medical examination on March 7, 2009. He was declared not fit for duty.

22. On April 7, 2009 a physiotherapist wrote that Plaintiff has undergone "eight weeks" of physical therapy but was continuing to experience intermittent back pain. [This is incorrect as eight weeks had not lapsed since the date of the incident causing the back pain.] She "hoped" that with continued pain management techniques that Plaintiff would have a full recovery.

23. Plaintiff was then sent for an MRI of his back on June 4, 2009 which showed that his lower back was severely injured. The study showed that he was suffering from a herniated disc as L4-L5. The presence of a herniated disc along with pain radiating down the legs is a sign that there is severe damage in a person's lower back.

24. Dr. Randolph Carrington of Barbados diagnosed Plaintiff with a muscle

strain of the lower back and noted that Plaintiff was experiencing lower back pain radiating around the waist to the anterior thighs. Dr. Carrington's report, addressed to Defendant, stated that Plaintiff was not at maximum medical cure and was not fit for duty.

25. After the treatment for Plaintiff's back pain in Barbados, he was told that he would be sent for a second opinion in St. Vincent. However, rather than ever seeing another doctor or being further evaluated, Plaintiff, medical care was cut off as well as his maintenance.

26. Plaintiff wrote several e-mails to Defendant stating that his back pain was increasing and had become severe. He has received no further medical care, no investigation of his condition and no maintenance since April 2010.

27. No physician stated that Plaintiff is at maximum medical improvement.

28. Plaintiff was seen by Dr. Godfrey Araujo on June 14, 2010 at Defendant's request. Dr. Araujo reported that Plaintiff was NOT at maximum medical cure. However, Plaintiff was not paid maintenance since April 2010.

29. Further, Plaintiff was diagnosed with diabetic ketoacidosis ("DKA") on June 15, 2010 while still in the service of Defendant's vessel. Diabetic ketoacidosis is a life threatening complication of diabetes. DKA is a medical emergency, and without treatment it can lead to death. Until the introduction of insulin therapy in the 1920s, DKA was almost universally fatal. It now carries a mortality of less than 5% with adequate and timely treatment.

30. Plaintiff needed treatment and monitoring for said life-threatening condition. No doctor has declared Plaintiff at maximum medical cure for the diabetic ketoacidosis.

Defendant failed to provide Plaintiff treatment for DKA.

31. Moreover, Dr. A. Edwards-Ramoular, a dermatologist whom Plaintiff treated with on May 21, 2010, diagnosed Plaintiff with acneiform eruptions on his back and face as a reaction to steroid injections that he received to alleviate the pain he was having in his back. He continues to suffer from his skin condition and requires the service of a dermatologist. Defendant has failed to provide a dermatologist for his skin eruptions resulting from the steroid injections.

32. Plaintiff was also diagnosed with high blood pressure while working for Defendant and requires medications and monitoring for said condition. He was never diagnosed at maximum medical cure for said condition. Defendant failed to provide any follow up for Plaintiff's high blood pressure.

33. A seaman who is injured or becomes ill while in the employ of a vessel is entitled to receive maintenance and cure from his employer until he reaches the point of maximum medical cure or when a doctor diagnoses the particular injury as a permanent one. Vella v. Ford Motor Co., 421 U.S. 1, 95 S.Ct. 1381, 1384 (1975); Vaughan v. Atkinson, 369 U.S. 527, 531, 82 S.Ct. 997, 8 L.Ed.2d 88 (1962); Langmead v. Admiral Cruises, Inc., 610 So.2d 565, 567 (Fla. 3d DCA 1992). Maximum medical cure is reached when a seaman's condition will not further improve with additional medical treatment. Id.; Rashidi v. American President Lines, 96 F.3d 124 (5th Cir. 1996); Morales v. Garriak, 829 F.2d 1355 (5th Cir. 1987).

COUNT I
JONES ACT NEGLIGENCE

34. Plaintiff readopts and realleges paragraphs 1 through 33, and further alleges:

35. At all times material hereto, Plaintiff was employed by Defendant as a seaman and was a member of the vessel's crew. The vessel was in navigable waters.

36. It was the duty of Defendant to provide Plaintiff with a safe place to work and to provide prompt, proper and adequate medical care and treatment, including the duty to conduct pre-employment examinations in a non-negligent manner, and to not assign Plaintiff to job tasks beyond his physical capabilities.

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

- a. Failure to provide a safe place to work by failure to properly assess the risks of the various job tasks and activities the Plaintiff was assigned to during the times he was working aboard the various cruise ships for the Defendant.
- b. Failure to provide a safe place to work by failing to implement appropriate safety precautions and procedures based on ergonomic studies reflecting the risk of injuries for the various types of job tasks and activities crewmembers are required to perform onboard the vessels.
- c. Failure to properly evaluate the different job tasks and activities required of the Plaintiff in order to implement appropriate safety precautions to avoid the type of injuries Plaintiff suffered as a result of the excessive and physically taxing job tasks and activities.

- d. Failure to provide a safe place to work by failure to have the ship's doctors and supervisors communicate with each other about the physical capacities of the Plaintiff the type of complaints he was expressing regarding his physical condition, and failing to properly evaluate his physical injuries and capabilities and then determine the appropriateness of the various job tasks and activities that would be required of the Plaintiff if he was returned to work.
- e. Failure to provide a safe place to work by assignment of the Plaintiff to job tasks and activities that posed unreasonable risks of injury to the Plaintiff;
- f. Failing to provide a safe place to work by failing to implement a reasonable work schedule which would not have required the Plaintiff to work an excessive number of hours, seven days a week without adequate rest breaks and exercises.
- g. By failing to provide prompt, proper and adequate medical care and treatment, which included failing to follow the advice of doctors chosen by the Defendant to treat Plaintiff for his injuries.
- h. Failure to provide a reasonably safe place to work by failing to adequately evaluate the Plaintiff's medical condition during the time he was employed by the Defendant, and failure to discover any physical injuries he suffered from which would have precluded him from performing the heavy work he was assigned;
- i. Negligently assigning the Plaintiff to work that caused him to suffer a severe back injury.
- j. Failure to properly assess the work place for hazards and to correct the hazards.
- k. By requiring the Plaintiff to work an excessive amount of hours each day which

caused him to over-exert himself to the point of suffering a severe back injury.

l. By not allowing adequate rest breaks which resulted in over-exertion, which caused Plaintiff to suffer a severe back injury.

m. By assignment of the Plaintiff to such a multitude of tasks, that required excessive amounts of lifting, bending, stooping, twisting and carrying items on a repetitive basis, in a hurried fashion, which put the Plaintiff's body at risk for suffering an overexertion type injury to his spine, which in fact occurred.

n. By assigning to the Plaintiff physically taxing job tasks which were unreasonably dangerous to his health.

o. By failure to investigate and recognize the health hazards to the Plaintiff that were present in performing the multitude of job tasks required of him in the manner prescribed by the Defendant.

p. By failure to properly supervise the work place in order to avoid over-exertion type injuries, and overworking the crewmembers to the point of suffering injury.

q. By failing to adopt and implement reasonably safe methods of operation in the work place.

r. By failure to have a sufficient number of crewmembers in the galley department so that a galley cleaner such as the Plaintiff would not be required to work the excessive amount of hours Plaintiff was required to work, and to prevent a galley cleaner such as the Plaintiff from having to perform such a multitude of job tasks which resulted in the injury to the Plaintiff.

s. By failure to conduct appropriate ergonomic studies of the work place and

implement safe methods and practices of work in order to avoid injuries.

t. Failure to provide a safe work place;

u. Failure to provide Plaintiff with prompt, proper and adequate medical care and treatment.

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

39. As a result of the negligence of Defendant, the Plaintiff was injured about his body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, inconvenience aggravation of any previously existing conditions 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.

40. The Plaintiff received inadequate and improper medical care and treatment.

COUNT II
GENERAL MARITIME LAW UNSEAWORTHINESS

41. Plaintiff readopts and realleges paragraphs 1 through 33, and further alleges:

42. 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.

43. At all times material hereto, the vessel was owned, managed, operated

and/or controlled by Defendants.

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

45. At all times material hereto, including during Plaintiff's final contract, the unseaworthiness of Defendant's vessels was a legal cause of injury and damage to Plaintiff by reason of the following:

- a. The vessels were unsafe and unfit due to the conditions created by Defendant's conduct stated in paragraph number 37 above.
- b. The vessels were unsafe and unfit due to the conditions of work which resulted in Plaintiff's injuries.
- c. The vessels were not reasonably fit for its intended purpose by virtue of the unsafe conditions Plaintiff was required to work under.
- d. The vessel's crews were not properly trained, instructed, or supervised.
- e. The vessels did not have a fit crew.
- f. The vessels did not have a reasonably fit medical staff.
- g. The vessels did not assign adequate manpower for the tasks being performed.
- h. Failure to conduct proper job analysis and risk of harm analysis.
- i. The job methods and procedures were not reasonably fit for the intended purpose as it posed an unreasonable risk of injury.
- j. By having job tasks assigned to the Plaintiff which required him to utilize body mechanics that put his body at risk of injury.
- k. By requiring the Plaintiff to lift and carry excessive amounts of weights on a

repetition basis, which posed unreasonable risks of harm to the Plaintiff. As a result the job methods and procedures were not reasonably fit for their intended purposes.

l. Failure to have proper procedures in place to ensure that Plaintiff was physically fit to return to work after being injured which aggravated Plaintiff's injuries and caused him additional pain and suffering.

m. Lack of adequate medical care.

n. The tools and manpower assigned to perform the tasks Plaintiff was required to perform were not fit for the intended purposes.

o. Due to an unsafe working environment.

p. Failure to properly train and supervise Plaintiff.

46. As a result of the unseaworthiness of the vessel, the Plaintiff was injured about his body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, inconvenience, aggravation of any previously existing conditions 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 losses and impairments in the future.

WHEREFORE, the Plaintiff demands judgment against the Defendant for compensatory damages, Court costs, and demands trial by jury.

COUNT III
FAILURE TO TREAT/INADEQUATE MEDICAL CARE

47. Plaintiff readopts and realleges paragraphs 1 through 33, and further alleges:

48. Defendant failed to promptly provide Plaintiff with prompt, proper, adequate and complete medical care. Defendant's failure contributed to Plaintiff suffering additional injury, pain, disability and/or prolonged Plaintiff's recovery.

49. The care that was eventually provided was inadequate.

50. As a result of the negligence of Defendant, the Plaintiff was injured about his body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, inconvenience aggravation of any previously existing conditions 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.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory, damages, including attorney's fees, court costs, and interest as permitted by law. Plaintiff also demands trial by jury.

COUNT IV
FAILURE TO PROVIDE ENTIRE MAINTENANCE AND CURE

51. Plaintiff readopts and realleges paragraphs 1 through 33, and further alleges:

52. On or about the previously stated date, Plaintiff, while in the service of the vessel as a crewmember was injured.

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

54. Plaintiff's medical care and treatment was continuously delayed by Defendant. Defendant did not follow the recommendations of their doctors, which caused a significant delay in medical treatment.

55. Defendant continuously provide maintenance payments on a delayed basis, not timely as required.

56. The maintenance provided by the Defendant was inadequate for Plaintiff to obtain the medicines and lodging he was entitled to receive.

57. Defendant willfully and callously delayed, failed and refused to provide Plaintiff's entire maintenance and cure.

58. Plaintiff has retained an attorney to enforce his maintenance and cure rights and remedy Defendant's breach of the maintenance and cure obligations.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory, damages, including attorney's fees, court costs, and interest as permitted by law. Plaintiff also demands trial by jury.

DEMAND FOR JURY TRIAL

The Plaintiff hereby demands trial by jury as to all issues triable as a matter of right to a jury.

DATED this 3rd day of December, 2010.

John F. Billera, Esq.
THE MARITIME LAW GROUP
Attorneys for Plaintiff
2641 NE 207th Street
Aventura, FL 33180
Telephone: (305) 816-6610
Facsimile: (305) 436-3767

By: 

JOHN F. BILLERA, ESQ.
Florida Bar No.: 869041

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

CIRCUIT CIVIL DIVISION

SHERWIN WEEKES,

CASE NO. 10-61793 CA 25

Plaintiff,

NOTICE OF HEARING

vs.

(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 Peter Adrien, one of the Judges of the above-styled Court, at the Dade County Courthouse, 73 W. Flagler Street, Room 800, Miami, Florida on the 26th day of January, 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 27 day of December, 2010, to: John Billera, Esq., 2641 NE 207 Street, Aventura, Florida 33180.

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

SHERWIN WEEKES,

CIRCUIT CIVIL DIVISION

Plaintiff,

CASE NO. 10-61793-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 file respond to Plaintiff's Complaint.

1. A response to Plaintiff's Complaint is due on December 27, 2010.

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.

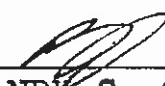
4. Defendant respectfully submits that this request is not for purposes of delay; rather, it is to determine whether that matter is arbitration eligible and whether the Defendant should remove the case to the United States District Court for the Southern District of Florida for the purposes of enforcing 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 by thirty (30) days.

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 via regular mail on December 27, 2010, to: JOHN F. BILLERA, ESQUIRE., 2641 NE 207 Street, Aventura, Florida 33180



RANDY S. GINSBERG
Fla. Bar No.: 185485

PM
File
pleading

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

GENERAL JURISDICTION DIVISION

CASE NO: 10- 61793 CA 25

SHERWIN WEEKS,

Plaintiff,

v.

ROYAL CARIBBEAN CRUISES, LTD.,

Defendant.

_____ /

NOTICE OF APPEARANCE

Peter P. Sotolongo, Esquire, and Sotolongo, P.A., hereby files this Notice of Appearance as co-counsel for Plaintiff, and requests that counsel for Defendant provide copies of all pleadings, notices, discovery, and correspondence as of the date of this filing.

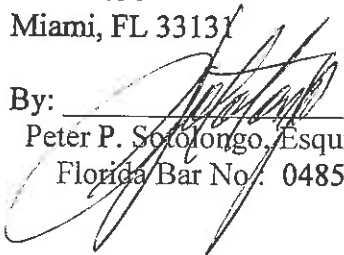
CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true copy of the foregoing was sent to via US mail and Email to: Randy Ginsburg, Esq., Celebrity Cruises, Inc., 1050 Caribbean Way, Miami FL 33132, (RGinsberg@rccl.com) ; and to John F. Billera, Esq., 2641 NE 207th Street, Aventura FL 33180, (jbilerra@themaritimelawgroup.com) on 18 day of February, 2011.

noted
ma

SOTOLONGO, P.A.
201 South Biscayne Blvd
Suite 2830
Miami, FL 33131

By: _____
Peter P. Sotolongo, Esquire
Florida Bar No. 0485101



file pleading

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

GENERAL JURISDICTION DIVISION

CASE NO: 10-61793 CA 25

SHERWIN WEEKS,

Plaintiff,

v.

ROYAL CARIBBEAN CRUISES, LTD.,

Defendant.

_____ /

PLAINTIFF'S NOTICE FOR JURY TRIAL

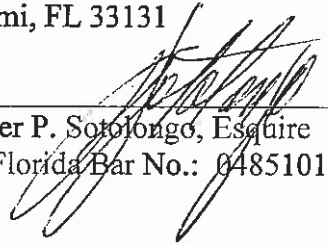
COMES NOW, Plaintiff, AYDIN ERGIN, by and through his undersigned attorneys, and hereby notices that this action is at issue in the above-styled cause and is ready to be set for jury trial. It is estimated that FIVE (5) days will be needed to try this case.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true copy of the foregoing was sent to via US mail and Email to: Randy Ginsburg, Esq., Celebrity Cruises, Inc., 1050 Caribbean Way, Miami FL 33132, (RGinsberg@rccl.com) ; and to John F. Billera, Esq., 2641 NE 207th Street, Aventura FL 33180, (jbillera@themaritimelawgroup.com) on 18 day of February, 2011.

SOTOLONGO, P.A.
201 South Biscayne Blvd
Suite 2830
Miami, FL 33131

By: _____
Peter P. Sotolongo, Esquire
Florida Bar No.: 0485101



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

GENERAL JURISDICTION DIVISION

CASE NO: 10-61793 CA 25

SHERWIN WEEKS,

Plaintiff,

v.

ROYAL CARIBBEAN CRUISES, LTD.,

Defendant.

THE ORIGINAL
FILED ON:
MAR - 3 2011

IN THE OFFICE OF
CIRCUIT COURT DADE CO., FL

NOTICE OF WITHDRAWAL OF PLAINTIFF'S NOTICE FOR JURY TRIAL DATED

FEBRUARY 18, 2011

COMES NOW, Plaintiff, SHERWIN WEEKS, by and through his undersigned attorneys, and hereby notices that this action is not at issue in the above-styled cause and therefore is not ready to be set for jury trial.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true copy of the foregoing was sent to via US mail and Email to: **Randy Ginsburg, Esq.**, Celebrity Cruises, Inc., 1050 Caribbean Way, Miami FL 33132, (RGinsberg@rccl.com) ; and to **John F. Billera, Esq.**, 2641 NE 207th Street, Aventura FL 33180, (jbilerra@themaritimelawgroup.com) on 3 day of March, 2011.

SOTOLONGO, P.A.
201 South Biscayne Blvd
Suite 2830
Miami, FL 33131

By: _____

Peter P. Sotolongo, Esquire
Florida Bar No.: 0485101

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

GENERAL JURISDICTION DIVISION

CASE NO.: 10-61793-CA-25

SHERWIN WEEKES,

Plaintiff,

vs.

ROYAL CARIBBEAN CRUISES, LTD.,
a Foreign Corporation,

Defendant.

RE- NOTICE OF HEARING
(Motion Calendar)

YOU ARE HEREBY NOTIFIED that undersigned will call up for hearing the following:

DATE	Wednesday, June 1, 2011
TIME	8:30 a.m.
JUDGE	Honorable Beatrice Butchko
PLACE	Miami-Dade County Courthouse 73 W. Flagler St. Miami, FL 33130

MATTER	<u>Defendant's Motion for Extension of Time to Respond to Complaint</u>
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Movant's counsel certifies that a bona fide effort to agree to or to narrow the issues on the Motion noticed has been made with opposing counsel, and we have attempted to resolve the issues prior to the scheduled hearing to no avail, or that because of time considerations, such effort has not yet been made but will be made prior to the scheduled hearing.

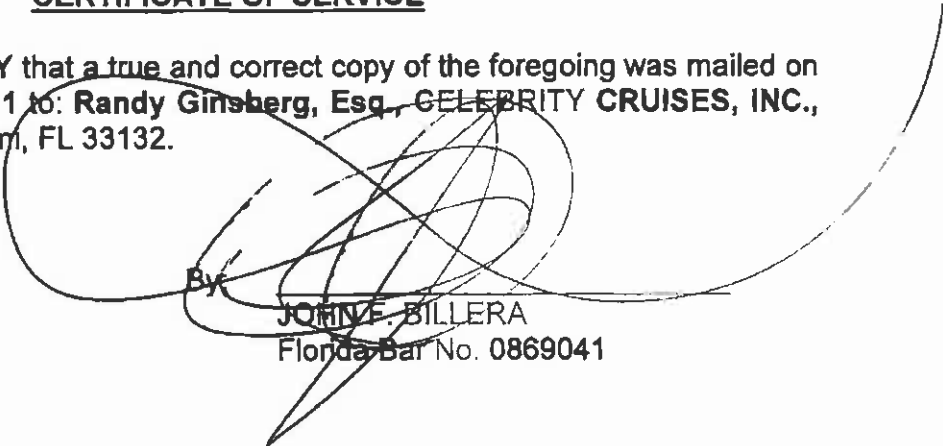
A). I hereby certify that I have made a good faith attempt to resolve this matter prior to my noticing this motion for hearing.

JOHN F. BILLERA, ESQ.
Attorneys for Plaintiff
2024 Hollywood Blvd.
Hollywood, FL 33020
Telephone: (954) 404-7972
Facsimile: (305) 438-3767

By: 
John F. Billera, Esq.
Florida Bar No.: 869041

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed on this 16th day of May, 2011 to: Randy Ginsberg, Esq., CELEBRITY CRUISES, INC., 1050 Caribbean Way, Miami, FL 33132.

By: 
JOHN F. BILLERA
Florida Bar No. 0869041

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

SHERWIN WEEKES,

CIRCUIT CIVIL DIVISION

Plaintiff,

CASE NO. 10-61793-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 file respond to Plaintiff's Complaint.

1. A response to Plaintiff's Complaint is due on December 27, 2010.

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 by thirty (30) days.


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 via regular mail on December 27, 2010, to: JOHN F. BILLERA, ESQUIRE., 2641 NE 207 Street, Aventura, Florida 33180



RANDY S. GINSBERG
Fla. Bar No.: 185485