

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

EMMANUEL EVERICK CASTILLO,

Plaintiff,

vs.

ROYAL CARIBBEAN CRUISES, LTD.,

Defendant.

GENERAL JURISDICTION DIVISION

CASE NO.: ~~11-13518~~ **CA 04**

SUMMONS

THE STATE OF FLORIDA:  
To Each Sheriff of Said State:

*Erwin VA/DES  
CPS #111*

**YOU ARE HEREBY COMMANDED** to serve this Summons and a copy of the Complaint, Interrogatories, Request for Production, and Request for Admissions and Motion for Immediate Inspection of Vessel and Access to Eye Witnesses in this action on Defendant:

**ROYAL CARIBBEAN CRUISES, LTD.**

by serving  
Mr. Bradley H. Stein  
as Registered Agent  
1050 Caribbean Way  
Miami, Florida 33132

*5-12-2010 10:12am*  
Randy S. Ginsberg  
Litigation Attorney  
Royal Caribbean Cruises Ltd.

Each Defendant is required to serve written defenses to the Complaint on Plaintiff's attorney, to wit: **BRETT RIVKIND, ESQ., RIVKIND PEDRAZA & MARGULIES, P.A., SUITE 600 - CONCORD BUILDING, 66 WEST FLAGLER STREET, MIAMI, FLORIDA 33130, Telephone (305) 374-0565**

Within 20 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 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.

DATED ON **APR 29 2010**

HARVEY RUVIN,  
as Clerk of said Court

By: \_\_\_\_\_

as Deputy Clerk  
(Court Seal)

**ALPHONZO NORTON**

LEGAL

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

EMMANUEL EVERICK CASTILLO,

GENERAL JURISDICTION DIVISION

Plaintiff,

CASE NO.:

11-13518CA04

vs.

ROYAL CARIBBEAN CRUISES, LTD.

Defendant.

THE ORIGINAL FILED

ON APR 29 2011

IN THE OFFICE OF  
CIRCUIT COURT DADE CO  
CIVIL DIVISION

**COMPLAINT, DEMAND FOR JURY TRIAL WITH INTERROGATORIES,  
REQUEST FOR PRODUCTION, REQUEST FOR ADMISSIONS,  
AND MOTION FOR IMMEDIATE INSPECTION OF VESSEL AND  
ACCESS TO EYE WITNESSES, ATTACHED**

Plaintiff, EMMANUEL EVERICK CASTILLO, sues Defendant, ROYAL CARIBBEAN  
CRUISES, LTD., and alleges:

1. This is an action seeking damages in excess of the jurisdictional limits of the Circuit Court, in and for Miami-Dade County, Florida.
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. § 30104, and the General Maritime Law of the United States.

5. At all times material hereto, Defendant owned, operated, managed, maintained and/or controlled the vessels, SERENADE OF THE SEAS, EXPLORER OF THE SEAS and MAJESTY OF THE SEAS.

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

7. At all times material hereto, the Plaintiff was employed by the Defendant as crewmember to work aboard one or more of its vessels, and was required to pass pre-employment physical examinations to determine his fitness to work as a crewmember and perform the assigned job duties.

8. Plaintiff's job duties required him to be responsible for an excessive number of strenuous work tasks which required him to place his body in positions that put him at risk for suffering musculoskeletal type injuries, including cumulative trauma disorders. The Defendant was well aware of the risks associated with this job, but failed to take proper measures to guard against them, and failed to warn the Plaintiff of such risks.

9. Plaintiff diligently performed all of his work related assignments, and in doing so developed musculoskeletal type injuries, including injuries to his neck, shoulder, arm and back.

10. The Plaintiff sought out the medical care and treatment of the shipboard medical doctors. He was continuously returned to the same type of job tasks and activities.

11. On a daily basis, for an excessive number of hours, the Plaintiff was required to place his body in risky positions in order to carry out the assigned job tasks. He had to lift and carry excessively heavy items. He had to twist his spine in positions that were dangerous. He had to bend and lift and move extremely heavy objects. All of the tasks were made increasingly difficult by the fatigue associated with the long work hours, and lack of adequate rest breaks.

12. As a result of all the work requirements, Plaintiff did in fact suffer severe musculoskeletal injuries, including injuries to his neck, shoulders, arms and back.

13. On or about August 31, 2009, Plaintiff was diagnosed with sciatica nerve pain and lumbalgia, which developed and manifested at that time due to the excessive and unsafe amount and type of lifting the Plaintiff was required to do.

14. Plaintiff reported how the lifting and pulling of heavy furniture, as well other job tasks injured him. Defendant documented this information.

15. Sometime in September of 2009, the Plaintiff presented to the ship's doctor, and had complaints which should have raised the suspicion of the ship's doctor that the Plaintiff was suffering from musculoskeletal type injuries as a result of his job.

16. The ship's doctor failed to make an appropriate diagnosis, and the Plaintiff was returned to work, and then assigned strenuous work activities which only aggravated and made worse his condition.

17. Plaintiff then continued working until he was unable to work any longer, and was taken off the vessel and sent for medical care and treatment. Plaintiff then was diagnosed with a cervical herniated disc as being the cause of his problems.

18. Plaintiff received surgery on June 26, 2010.

19. Following his surgery, Plaintiff demonstrated the need to receive further medical care and treatment for his lumbar complaints, which had been documented while he was working onboard the ship.

20. Plaintiff was diagnosed as suffering from a lumbar herniated disc.

### **COUNT I (Jones Act Negligence)**

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

21. 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.

22. 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.

23. On or about the above dates, 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 failing to provide the adequate tools and equipment in order for Plaintiff to perform his job tasks safely;

- b. Failure to provide a safe place to work by failing to conduct the operations in a reasonably safe manner in order to avoid the type of injury the Plaintiff suffered;
- c. Failure to provide a safe place to work by continuously assigning the Plaintiff to job tasks, that required him to engage in activities which put him at risk for suffering a serious musculoskeletal injury;
- d. Failure to perform a proper ergonomics analysis of all the job tasks and studies;
- e. Failure to have a proper ergonomics program in place;
- f. Failure to properly supervise the Plaintiff;
- g. Failure to properly instruct the Plaintiff;
- h. Failure to provide adequate assistance to the Plaintiff;
- i. Failure to adequately determine that the job tasks and activities assigned to the Plaintiff could be safely performed by this particular Plaintiff without risk of significant injuries to him;
- j. By failing to promulgate and enforce adequate safety rules, including rules relating to lifting and carrying heavy items, which would guard against the significant risks associated with the job tasks and activities required of the Plaintiff;
- k. Failure to provide a safe working environment;
- l. Failure to provide prompt, proper and adequate medical care and treatment;
- m. Failure to provide a safe place to work;
- n. Failure to warn the Plaintiff about the risk of cumulative trauma disorders and to take the appropriate steps to guard at such risk, including implementing a proper medical management program to take for medical management;
- o. Failure to have a proper medical management program in place to avoid cumulative trauma disorders;
- p. Failure to adequately study the work place to recognize ergonomic risk factors, and then to implement procedures and steps to reduce and avoid known ergonomic risks of injuries to crewmembers.

24. 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.

25. 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, incurred medical expenses in the care and treatment of his injuries, suffered physical handicap, lost wages in the past and his working ability has been impaired. The Plaintiff will continue to suffer lost earnings and loss of earning capacity. The injuries are permanent or continuing in nature, and Plaintiff will suffer all of the described 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 II (Unseaworthiness)**

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

26. On or about the previously stated dates, Plaintiff was a seaman and a member of the crew of Defendant's vessels, which were in navigable waters.

27. At all times material hereto, the vessels were owned, managed, operated and/or controlled by Defendant.

28. Defendant had the absolute nondelegable duty to provide Plaintiff with seaworthy vessels.

29. At all times material hereto, the unseaworthiness of Defendant's vessels were 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's conduct stated in paragraph number 23, above.
- b. The vessels were not reasonably fit for its intended purpose;
- c. The vessels' crew was not properly trained, instructed, or supervised;
- d. The vessels did not have a fit crew;

- e. The vessels did not have a reasonably fit medical staff;
- f. The vessels did not assign adequate manpower for the tasks being performed;
- g. Failure to conduct proper job analysis and risk of harm analysis;
- h. The job methods and procedures were not reasonably fit for the intended purpose as it posed an unreasonable risk of injury;
- i. Failure to have proper medical equipment, facilities and staff;
- 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 repetitive 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 Plaintiffs injuries and caused him additional pain and suffering.;
- m. Lack of adequate medical care;
- n. Finding Plaintiff fit for duty when he was not;
- o. The tools and manpower assigned to perform the task Plaintiff was required to perform were not fit for the intended purpose;
- p. Due to an unsafe working environment;
- q. Due to an insufficient number of crew to perform the required job tasks.

30. As a result of the unseaworthiness of the vessels, 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, incurred medical expenses in the care and treatment of his injuries, suffered physical handicap, lost wages in the past and his working ability has been impaired. The Plaintiff will continue to suffer lost earnings and loss of earning capacity. The injuries are permanent or continuing in nature, and Plaintiff will suffer all of the described 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)**

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

31. 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.

32. As a result of the failure to provide prompt, proper and adequate medical care and treatment, 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, incurred medical expenses in the care and treatment of his injuries, suffered physical and psychological injuries, which resulted in Plaintiff being handicapped, Plaintiff has lost wages in the past and his working ability has been impaired. The Plaintiff will continue to suffer lost earnings and loss of earning capacity. The injuries are permanent or continuing in nature, and Plaintiff will suffer all of the described losses and impairments in the future.

WHEREFORE, Plaintiff demands judgment against the Defendant for compensatory damages, including his past and future pain and suffering, mental anguish, physical and mental handicap and impairment, disfigurement, disability, inconvenience, aggravation of pre-existing conditions, lost wages in the past, loss of ability to earn money in the future, and loss of capacity for the enjoyment of life. Plaintiff also demands prejudgment interest, and trial by jury.

### **COUNT IV**

#### **(Failure to Provide Entire Maintenance and Cure)**

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

33. On or about the previously stated dates, Plaintiff, while in the service of the vessels as a crewmember was injured.



34. 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.

35. 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.

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

Dated this 29<sup>th</sup> day of April, 2011.

RIVKIND PEDRAZA & MARGULIES  
Attorneys for Plaintiff  
Concord Building - Suite 600  
66 West Flagler Street  
Miami, Florida 33130  
(305) 374-0565  
(305) 539-8341 (fax)

By: \_\_\_\_\_

  
BRETT RIVKIND, ESQ  
FBN: 373486

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

CIRCUIT CIVIL DIVISION

EMMANUEL EVERICK CASTILLO,

CASE NO. 11-13518 CA 04

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 Amy Steele Donner**, one of the Judges of the above-styled Court, at the Dade County Courthouse, 73 W. Flagler Street, Room 635, Miami, Florida on the **5th** day of **July, 2011 @ 10:00 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 1<sup>st</sup> day of June, 2011, to: Brett Rivkind, Esq., RIVKIND, PEDRAZA & MARGULIES, Concord Building, 66 West Flagler Street, Suite 600, Miami, Florida 33130.

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

BY:   
BRYAN E. PROBST  
FLA. BAR NO. 571881

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

GENERAL JURISDICTION DIVISION

CASE NO. 11-13518 CA 04

EMMANUEL EVERICK CASTILLO,

Plaintiff,

vs.

ROYAL CARIBBEAN CRUISES LTD.,

Defendant.

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**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 a response to Plaintiff's Complaint.

1. A response to Plaintiff's Complaint is due on June 1, 2011.
2. Defendant seeks an enlargement of time to respond to the Complaint in order to permit the parties to discuss placing the matter in arbitration.
3. It is in the interest of judicial economy to confer regarding arbitration before removing the case to the United States District Court and seeking an order compelling arbitration.
4. Defendant respectfully submits that this request is not for purposes of delay.

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 for thirty (30) days.

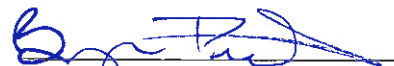
Respectfully submitted,

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

By:   
BRYAN E. PROBST  
Fla. Bar No.: 571881

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via regular mail this 1<sup>st</sup> day of June, 2011, to: Brett Rivkind, Esq., RIVKIND, PEDRAZA & MARGULIES, Concord Building, 66 West Flagler Street, Suite 600, Miami, Florida 33130.

  
BRYAN E. PROBST  
Fla. Bar No.: 571881

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

EMMANUEL EVERICK CASTILLO,

GENERAL JURISDICTION DIVISION

Plaintiff,

CASE NO.:

vs.

11-13518CA04

ROYAL CARIBBEAN CRUISES, LTD.

Defendant.

THE ORIGINAL FILED  
ON APR 29 2011  
IN THE OFFICE OF  
CIRCUIT COURT MIAMI-DADE CO  
JUDICIAL DIVISION

**REQUEST FOR ADMISSIONS DIRECTED TO EACH  
DEFENDANT WITH ONE INTERROGATORY**

Plaintiff requests each Defendant to admit the following:

(Please read Salazar v. Valle, 360 So.2d 132 (Fla. 3d DCA 1978) as to the propriety of these requests for admissions).

1. The date of the incident alleged in the Complaint is correct.
2. The place of the incident alleged in the Complaint is correct.
3. The name of the Defendant alleged to have owned the vessel involved in the incident alleged in the Complaint is correct.
4. The name of the Defendant alleged to have operated the vessel involved in the incident alleged in the Complaint is correct.
5. The name of the Defendant alleged to have been the employer of the Plaintiff at the time of the incident alleged in the Complaint is correct.
6. The Defendant charged with negligence with respect to the incident alleged in the Complaint was, in fact, negligent at the time.

7. The vessel charged with unseaworthiness in the Complaint, was, in fact, unseaworthy at the time of the incident alleged in the Complaint.

8. The negligence of the Defendant(s) or unseaworthiness of the vessel was a proximate cause of loss, and/or injury and/or damages to Plaintiff, with respect to the incident alleged in the Complaint.

9. The Plaintiff suffered personal injury as a result of the incident alleged in the Complaint.

10. At the time of the incident alleged in the Complaint, the Plaintiff was not, in any degree, negligent.

11. At all times material hereto, Defendant engaged in one or more of the acts listed in Florida Statutes 48.081 or 48.181 or 48.193 in Florida.

12. As a result of the incident alleged in the Complaint, Plaintiff was entitled to receive maintenance and cure from Defendant until he was declared to have reached maximum medical improvement.

13. As of the date Defendant was served with the Complaint, Plaintiff had not yet been declared to have reached maximum medical improvement.

14. Defendant prepared an accident or incident report pertaining to the incident alleged in the Complaint at or near the time of the alleged incident.

15. Defendant had photographs taken of the scene of the alleged incident or board the vessel at or near the time of the incident.

16. Defendant had photographs taken of the scene of the alleged incident onboard the vessel prior to the any changes being made to the scene.

17. All of the employees on the vessel at the time of Plaintiff's alleged incident were members of the vessel's crew.

18. Defendant has access to its crew members for purposes of taking statements and investigating incidents such as the one alleged by Plaintiff in the Complaint.

19. One of the duties of the Staff Captain on board the vessel is to investigate incidents and accidents.

20. One of the duties of the Staff Captain on board the vessel is to fill out an incident or accident report at or near the time of the incident or accident.

21. The Staff Captain keeps a copy of the incident or accident report.

22. There are International requirements for the Defendant to adopt and implement a Safety and Environmental Management System.

23. In accordance with the International requirements the Defendant has in fact adopted and implemented a Safety and Environmental Management System.

24. Contained within the required Safety and Environmental Management System are procedures for investigation and reporting accidents.

25. In accordance with the procedures contained in the Safety and Environmental Management System regarding investigation and reporting of accidents, Defendant did in fact investigate the incident or accident alleged by the Plaintiff in this case.

26. In accordance with the procedures in the Safety and Environmental Management System regarding investigation and reporting of accidents, Defendant did in fact prepare one or more reports relating to the incident or accident claimed by the Plaintiff in this case.

27. It was the job of the supervisor and ship's doctor to determine Plaintiff's fitness to return to his regular job duties, and if Plaintiff needed to be returned to work with restrictions, or whether Plaintiff needed to be relieved of his job duties.

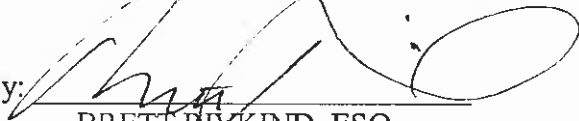
28. Following the Plaintiff's examinations by the ship's physician, a decision was made by the ship's physician and supervisors that the Plaintiff could be returned to full duty status and continue with his regular assigned duties, with no restrictions.

### INTERROGATORY

29. For each request denied by Defendant, please state and identify each fact and document upon which Defendant relied in denying the Request for Admission.

Dated this 29<sup>th</sup> day of April, 2011.

RIVKIND PEDRAZA & MARGULIES, P.A.  
Attorneys for Plaintiff  
Concord Building, Suite 600  
66 West Flagler Street  
Miami, Florida 33130  
Telephone: (305) 374-0565  
Facsimile: (305) 539-8341

By:   
BRETT RIVKIND, ESQ.  
FBN: 373486



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

EMMANUEL EVERICK CASTILLO,

GENERAL JURISDICTION DIVISION

Plaintiff,

CASE NO.: **11-13518CA04**

vs.

ROYAL CARIBBEAN CRUISES, LTD.

Defendant.

**THE ORIGINAL FILED**  
**ON APR 29 2011**  
**IN THE OFFICE OF**  
**CIRCUIT COURT DADE CO**  
**CIVIL DIVISION**

**PLAINTIFF'S NOTICE OF SERVING INITIAL INTERROGATORIES TO DEFENDANT**  
**ALONG WITH COMPLAINT**

Plaintiff, by and through his undersigned counsel propounds the attached Interrogatories numbered 1 through 23 upon the Defendant, requesting and requiring that said Defendant shall answer same under oath and in writing in accordance with the applicable Rules of Civil Procedure.

RIVKIND PEDRAZA & MARGULIES

Attorneys for Plaintiff

Concord Building, Suite 600

66 West Flagler Street

Miami, Florida 33130

Telephone: (305) 374-0565

Facsimile: (305) 539-8341

By: 

BRETT RIVKIND, ESQ.

FBN: 373486

### INSTRUCTIONS

(1) The incident referred to in these Interrogatories is the one alleged by Plaintiff to be the basis of his claim in the Complaint, including the claim for failure to provide prompt, proper and adequate medical care and treatment.

(2) These interrogatories are requesting the information of the Defendant, Defendant's agents, servants, employees, investigators, attorneys and insurance carriers.

### INTERROGATORIES

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. State separately the names, addresses, employers and telephone numbers of any and all persons known to you or to anyone acting on your behalf who saw, heard or investigated any of the claims of the Plaintiff that he/she was injured on the vessel, and state how any such information was in fact received by Defendant.

3. List the names and addresses of all persons who are believed or known by you, your agents, or your attorneys to have any knowledge concerning any of the issues in this lawsuit; and specify the subject matter about which the witness has knowledge.

4. Have you obtained statements of any kind, whether written, recorded, stenographically transcribed, oral, or otherwise, from anyone, which concern or relate to any of Plaintiff's claims? If so, please describe each statement and include the name, occupation,

telephone number and address of each person; the type of statement, which was taken (whether written, recorded, transcribed); the name of the present custodian of each statement so taken; and the date on which the statement was taken.

5. State the name, job title, and current address, phone number and email address (If still working for Defendant, provide the ship the individual is currently working on) of Plaintiff's immediate supervisor for each of Plaintiff's contracts with the Defendant.

6. State the name, job title, and current address, phone number and email address (If still working for Defendant, provide the ship the individual is currently working on) of Plaintiff's immediate supervisor for each of Plaintiff's contracts with the Defendant.

7. State the name and address of every person known to you, your agents, or your attorneys who has knowledge about, or possession, custody, or control of, any model, plat, map, drawing, motion picture, videotape, or photograph pertaining to any fact or issue involved in this controversy; and describe as to each, what item such person has, the name and address of the person who took or prepared it, and the date it was taken or prepared. This includes any instructional or safety videos pertaining to Plaintiff's employment with the Defendant.

8. Do you intend to call any expert witnesses at the trial of this case? If so, state as to each such witness the name and business address of the witness, the witness' qualifications as an expert, the subject matter upon which the witness is expected to testify, the substance of the facts and opinions to which the witness is expected to testify, and a summary of the grounds for each opinion.

9. Identify any claims or complaints by the Plaintiff that Defendant is aware of as to any physical injuries or illnesses that Defendant claims is a pre-existing condition Plaintiff suffered from, and identify any documents Defendant contends supports the claim that Plaintiff suffers from any pre-existing condition that existed prior to the time alleged in the Complaint his injuries occurred.

10. Identify each and every report that was prepared by Defendant, or its agent, that pertains to the Plaintiff or any of the claims made by the Plaintiff, including but not limited to any investigative reports in accordance with procedures of the Defendant set forth in the Safety Management System or SQM system, or pursuant to procedures adopted in accordance with IMO requirements. 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. State as to any such report, what procedures the report was prepared in accordance with, identifying with specificity the procedures including where the procedures can be found in order to be reviewed.

11. Identify with specificity any statements made by the Plaintiff Defendant is aware of that relates to Plaintiff's physical condition, injuries, prior claims, how Plaintiff was injured, or any and all other statements Plaintiff made that Defendant claims relates to how Plaintiff was injured or any other matter pertaining to Plaintiff's claim.

12. State the full name and present address of each owner and operator of any vessels, mentioned in the Complaint and indicate whether that entity is the same owner and operator of the fleet of vessels operating under the same cruise line name. (For example, Royal Caribbean Cruises, Carnival, Norwegian Cruise Lines, Ltd.)

13. If you assert any defenses based on the conduct of the Plaintiff, please state: what acts or omission are the basis thereof; the name and address and place of employment, job title or capacity, and present whereabouts of each person having knowledge or claiming to have knowledge of such conduct on the part of the Plaintiff; and what acts known by Defendant is the basis for mitigation of Plaintiff's damages.

14. State in detail the manner in which you assert Plaintiff's injuries occurred which required medical care and treatment. How do you contend Plaintiff's injuries occurred or how Plaintiff's accident occurred.

15. State all forms of compensation paid to Plaintiff during Plaintiff's last contract, including base salary, overtime, bonuses, vacation pay and fringe benefits. (Please itemize compensation to Plaintiff, how it was calculated, and identify those documents that would provide proof of all forms of compensation paid to Plaintiff during his/her last contract.)

16. As of the date of the incident alleged in the Complaint, state the cost per day, per seaman, for food on the vessel where Plaintiff worked. If you do not have that calculation, state what you contend is an adequate daily rate for the Plaintiff to obtain equivalent food and lodging on land Plaintiff's home country, and how you calculated such. In addition, state how much Defendant pay per day for food and lodging accommodations for crewmembers who reside in Plaintiff's home country, and whether Defendant has a policy of providing to such crewmembers a specific daily amount if not providing food and lodging at a hotel. Also, how did Defendant arrive at that daily rate?

17. State the full name and address of each employer of Plaintiff aboard any of the vessels mentioned in the Complaint.

18. State the date you contend Plaintiff reached maximum medical cure, and identify by date and author, any documents relied upon for this determination.

19. Itemize all maintenance and cure payments to Plaintiff, by date, and amount to whom paid, and a description of what the money covered.

20. List any deductions from Plaintiff's earned wages and describe each deduction by date, amount, and purpose. (Do not simply refer to Plaintiff's contract as such information may not be contained there).

21. Name the medical care coordinator assigned to oversee Plaintiff's medical care and treatment.

22. List each crewmember with the same job title Plaintiff had who has been listed in the RMIS Database as suffering any type of musculoskeletal injuries and where the cause listed in the database was cumulative trauma disorder, twisting overexertion, lifting. Include this information for a five (5) year period of time which would include the date of answering these interrogatories.

23. As to your answer to Number 22, list the date of entry, the type of injury and the cause listed. This investigation is requested for a five (5) year period prior to the dates alleged in the Complaint that Plaintiff suffered injury, and for the time period up to and including the date of answering these interrogatories.

---

AFFIANT

STATE OF FLORIDA        )  
  ) ss:  
COUNTY OF MIAMI 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

Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

EMMANUEL EVERICK CASTILLO,

GENERAL JURISDICTION DIVISION

Plaintiff,

CASE NO.: 11-13518CA04

vs.

ROYAL CARIBBEAN CRUISES, LTD.

Defendant.

THE ORIGINAL FILED  
ON APR 29 2011  
IN THE OFFICE OF  
CIRCUIT COURT DADE CO  
CIVIL DIVISION

**REQUEST FOR PRODUCTION**

Plaintiff hereby requests each Defendant to produce the following documents at the law office of Plaintiff's attorney and to clearly identify the documents being produced so it is clear which documents correspond to each particular request:

**PRIVILEGED ITEMS**

With respect to any documents or items for which work product and/or attorney client privilege is claimed, please provide a list of items denoting date of preparation, type of item and the name, address job title and employer for the person preparing the item and for each present custodian of same. Also submit the items in a sealed envelope to the Court for an in camera inspection.

**INSTRUCTIONS**

Please identify which documents are produced in response to which Request.

**ITEMS TO BE PRODUCED**

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 applications.
4. Plaintiff's applications for employment with Defendant.



5. Any pre-employment physical exams of the Plaintiff.
6. Any Ship's medical log entries, which reflect care, treatment and/or examination of Plaintiff, including any daily logs where an entry is made when a crewmember visits the ship's doctor.
7. Any log entries in any log book pertaining to Plaintiff.
8. All medical reports, hospital records, X-rays, etc., pertaining to Plaintiff, including but not limited to, the Defendant's complete medical file regarding Plaintiff. (Includes any shoreside referrals, requests to see ship's doctors, and any other medical information pertaining to the Plaintiff.) This includes medical records and films of any of the medical care providers Defendant chose and paid to provide medical care and treatment to the Plaintiff.
9. Any accident, incident reports, illness or injury reports, that pertain to the Plaintiff. (If you contend any of these reports are privileged, provide the required Privilege Log with sufficient specificity so a court ruling may be obtained.) (This request includes each vessel Plaintiff worked on that was owned or operated by the Defendant.)
10. Policy of insurance or protection and indemnity providing coverage for Defendant by reason of Plaintiff's claim.
11. Photographs, diagrams, ship's engineering drawings, and graphs reflecting the area of Plaintiff's alleged incident as it existed at the time alleged in the Complaint and before any changes to the scene of the incident occurred, including the specific work areas Plaintiff alleges he was assigned to perform work tasks that contributed to her injuries.
12. All log entries pertaining to Plaintiff, including crew logs, medical logs, deck logs and any other logs.
13. Copies of checks and records, along with accounting summaries, reflecting any payments to Plaintiff of money by Defendant for maintenance and cure, including sick wages and earned wages with respect to injuries sustained in the incident alleged in the Complaint. (This request asks Defendant to produce proof of maintenance and cure, which includes payments to the Plaintiff and to any medical care providers.)
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. Any correspondence from the Defendant(s) to its (their) agents, including any medical care providers, concerning the Plaintiff's medical care and treatment. This request includes any correspondence setting up medical care for the Plaintiff in his home country. (Also requests any type of correspondence with doctors providing any type of medical information concerning Plaintiff.)

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

17. Any documents relied upon by Defendant to conclude Plaintiff was at maximum medical cure.

18. Any documents relied upon to terminate maintenance and cure.

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

20. Statements of any form given by the Plaintiff.

21. Any correspondence to and from the Plaintiff.

22. Any documents containing any statements made by the Plaintiff.

23. Any documents reflecting arrangements made for the Plaintiff to receive medical care and treatment, including any correspondence sent to any agents or medical care providers concerning Plaintiff's medical care and treatment in his home country.

24. Any correspondence, memoranda, or other documents reflecting conversations with any of Plaintiff's treating doctors.

25. Any correspondence to and from Plaintiff's treating doctors, including any correspondence containing information about Plaintiff's medical condition.

26. All medical bills received by Defendant that relate to Plaintiff.

27. 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.

28. Statement of Crew Member Reporting Accident/Illness Report.

29. Statement of Eyewitness to an Employee Injury Report.

30. Employee Injury Investigation Fact Sheet Report.
31. Root Cause Analysis and Recommended Corrective Actions Report.
32. Reports rendered by any person who will be used as an expert witness in this action.
33. Complete PEME including Lab Work.
34. Crew Medical Consultation Requests Forms.
35. Medical Log Entries pertaining (to all visits).
36. Shipboard Examination records.
37. Shoreside Referrals.
38. Work orders pertaining to the work being done at the time of the incident alleged in the Complaint.
39. Photographs, slides, or motion pictures, or videotapes, including any possible surveillance of Plaintiff taken at any time, which are in Defendants' possession or the possession of Defendant's agents, servants or employees.
40. Charter Agreement pertaining to the vessel at the time of the incident alleged in the Complaint.
41. The Life Onboard video.
42. Master's Rules and Regulations.
43. Getting Onboard Handbook.
44. Any manuals, including Safety Management Systems, SQM Systems, describing procedures for accident investigation and reporting.
45. Job descriptions for any positions held by Plaintiff while in the employment of Defendant.
46. Any Collective Bargaining Agreements Defendant claims apply to Plaintiff's employment.
47. Crewmember Signed Contract.
48. Any employment contracts with the Plaintiff.
49. Any warnings or reprimands given to Plaintiff.
50. The voyage files and voyage reports for the voyage during which Plaintiff's injuries or accident is alleged in the Complaint to have occurred.

51. Any and all documents that support each Defendant's affirmative defenses.
52. All documents regarding the job description and duties of Plaintiff.
53. All documents which indicate Plaintiff's earnings and/or receipt of fringe benefits while in the employment of Defendant, for the entire time she was employed by Defendant.
54. Any safety rules that applied to Plaintiff's employment on each of the vessels.
55. Any safety or instructional videos concerning Plaintiff's employment with Defendant that would pertain to Plaintiff's employment with Defendant.
56. Any safety videos or instructional videos for crewmembers that Defendant maintains.
57. Any written instruction provided to Plaintiff on how to perform his job.
58. Any ergonomic studies of the job tasks performed by crew aboard Defendant's vessels which cover the jobs Plaintiff performed for Defendant.
59. The ergonomic study called the Dupont Study that was conducted by or on behalf of the Defendant with the assistance of Ron Smith.
60. Any risk analysis or job task analysis performed by Defendant as to any job aboard Defendant's ships that Plaintiff was required to perform.
61. Any document in accordance with IMO requirements to prove Defendant ever conducted a risk analysis as to Plaintiff's job.
62. Any document in accordance with IMO requirements to prove Defendant investigated Plaintiff's accident and determined the likely cause and any corrective actions needed.
63. Any recommendations as to work safety measures to implement onboard Defendant's vessels that were provided in connection with the hiring of the Dupont company to study jobs onboard Defendant's vessels.
64. Any rules that the Defendant has promulgated to address safe lifting practices while at work.
65. Any rules Defendant has promulgated which address safety risks for Plaintiff's job that Defendant identified.
66. Any safety rules applicable to the Plaintiff's job.
67. Any safety brochures.

68. Any training videos given or assigned to the Plaintiff.
69. Any training materials given or assigned to the Plaintiff.
70. Any description of the training provided to the Plaintiff.
71. Any safety management system provisions which address safe lifting practices onboard the ships.
72. Any SMS safety manual provisions that identify any risks associated with Plaintiff's particular job.
73. Any documents reflecting fringe benefits, retirement plans, pension plans, and medical care benefits.
74. All records reflecting calculations of Plaintiff's earnings and payments to Plaintiff of earned wages.
75. All sign on and sign off records of Plaintiff.
76. Any document reflecting sign on and sign off dates during Plaintiff's employment with Defendant, reflecting the names of the vessels, dates and job titles.
77. Crew Maintenance and Cure Report.
78. All maintenance and cure requests by Plaintiff.
79. Crewmember Employee Assignment History Report.
80. Time and Attendance Policy information form.
81. Work Hour Recording Sheets of the Plaintiff.
82. Any telephone recordings with any health care providers.
83. Any emails or other computer data pertaining to medical information obtained concerning the Plaintiff.
84. Any instructions on how to save information obtained regarding the medical care and treatment of a crewmember.
85. Any instructions on how to input and save information obtained about a crewmember who has suffered an illness or injury.
86. Any instructions on how to input and save information about accidents on the ships.
87. Any time and attendance information sheets or time cards showing working hours each day for the Plaintiff.

88. Copies of any and all Crew Member History-Work with Employee Assignment Forms.

89. Any and all AIRTIS and RMIS notes pertaining to the Plaintiff.

90. Any and all AIRTIS and RMIS notes inputted by medical coordinators pertaining to the Plaintiff.

91. Any index reflecting the various categories of information maintained in the RMIS system pertaining to crewmembers.

92. AIRTIS notes and/or RMIS notes showing staff attendant injuries as a result of cumulative trauma disorders, twisting injuries, repetitive lifting and excessive lifting for the three (3) year period prior from September 2009 until present.

In the event one or more Defendant takes the position that the Court in which this suit is filed lacks jurisdiction over Defendant or the subject matter; or the doctrine of forum non conveniens applies, then Plaintiff requests that any and all documents pertaining to the following be produced:

93. Accounting records for Plaintiff.

94. Purchasing and financing of the vessel.

95. Defendant's Articles of Incorporation and shareholder records.

96. Board of Directors' minutes, pertaining to the purchase, financing, ownership and operation of the vessel.

97. Tariffs in effect for the vessel for one year up to and including the date of the accident.

98. Federal Maritime Pollution Application in effect at the time of the incident alleged in the Complaint.

99. Corporate resolutions, signature cards, and monthly statements pertaining to Defendant's Florida bank accounts.

99. Corporate resolutions, signature cards, and monthly statements pertaining to Defendant's U.S. bank accounts.

100. Bill of Lading forms used for cargo on vessel.

101. Agency agreements pertaining to the vessel.

102. Accounting records for vessel.

103. Repair records for vessel.

104. Documents reflecting the date for each occasion the vessel arrived in a port in the United States for its possessions.

105. Ship's survey.

106. Ship's registration.

107. Deed(s) for property owned by Defendant located in the United States.

108. Leases for property leased by Defendant in the United States.

109. Agreements with brokers, freight forwarders or agents pertaining to cargo transported by Defendant to or from the United States.

110. Complaints from other lawsuits involving Defendant as either a Plaintiff or Defendant in a court located in the United States.

111. Advertisements pertaining to Defendant or its vessels.

112. Bills, invoices, statements, or documents evidencing payments by Defendant to any entity in Florida.

113. Bills, invoices, statements, or documents evidencing payments by Defendant to any entity in the United States.

Dated this 29<sup>th</sup> day of April, 2011.

RIVKIND PEDRAZA & MARGULIES, P.A.

Attorneys for Plaintiff

Concord Building, Suite 600

66 West Flagler Street

Miami, Florida 33130

Telephone: (305) 374-0565

Facsimile: (305) 539-8341

By: 

BRETT RIVKIND, ESQ.

FBN: 373486

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

EMMANUEL EVERICK CASTILLO,

Plaintiff,

vs.

ROYAL CARIBBEAN CRUISES, LTD.,

Defendant.

GENERAL JURISDICTION DIVISION

CASE NO.: 11-13518 CA 04

SUMMONS

THE STATE OF FLORIDA:  
To Each Sheriff of Said State:

*Erwin VA/DES  
CPS #111*

**YOU ARE HEREBY COMMANDED** to serve this Summons and a copy of the Complaint, Interrogatories, Request for Production, and Request for Admissions and Motion for Immediate Inspection of Vessel and Access to Eye Witnesses in this action on Defendant:

**ROYAL CARIBBEAN CRUISES, LTD.**

by serving  
Mr. Bradley H. Stein  
as Registered Agent  
1050 Caribbean Way  
Miami, Florida 33132

*5-12-2010 10:12am*  
Randy S. Ginsberg  
Litigation Attorney  
Royal Caribbean Cruises Ltd.

Each Defendant is required to serve written defenses to the Complaint on Plaintiff's attorney, to wit: **BRETT RIVKIND, ESQ., RIVKIND PEDRAZA & MARGULIES, P.A., SUITE 600 - CONCORD BUILDING, 66 WEST FLAGLER STREET, MIAMI, FLORIDA 33130, Telephone (305) 374-0565**

Within 20 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 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.

DATED ON APR 29 2010.

HARVEY RUVIN,  
as Clerk of said Court

By: \_\_\_\_\_

as Deputy Clerk  
(Court Seal)

**ALPHONZO NORTON**

LEGAL



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

EMMANUEL EVERICK CASTILLO,

Plaintiff,

vs.

ROYAL CARIBBEAN CRUISES, LTD.

Defendant.

---

GENERAL JURISDICTION DIVISION

CASE NO.:

11-13518CA04

THE ORIGINAL FILED

ON APR 29 2011

IN THE OFFICE OF  
CIRCUIT COURT DADE CO  
CIVIL DIVISION

**COMPLAINT, DEMAND FOR JURY TRIAL WITH INTERROGATORIES,  
REQUEST FOR PRODUCTION, REQUEST FOR ADMISSIONS,  
AND MOTION FOR IMMEDIATE INSPECTION OF VESSEL AND  
ACCESS TO EYE WITNESSES, ATTACHED**

Plaintiff, EMMANUEL EVERICK CASTILLO, sues Defendant, ROYAL CARIBBEAN CRUISES, LTD., and alleges:

1. This is an action seeking damages in excess of the jurisdictional limits of the Circuit Court, in and for Miami-Dade County, Florida.
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. § 30104, and the General Maritime Law of the United States.

5. At all times material hereto, Defendant owned, operated, managed, maintained and/or controlled the vessels, SERENADE OF THE SEAS, EXPLORER OF THE SEAS and MAJESTY OF THE SEAS.

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

7. At all times material hereto, the Plaintiff was employed by the Defendant as crewmember to work aboard one or more of its vessels, and was required to pass pre-employment physical examinations to determine his fitness to work as a crewmember and perform the assigned job duties.

8. Plaintiff's job duties required him to be responsible for an excessive number of strenuous work tasks which required him to place his body in positions that put him at risk for suffering musculoskeletal type injuries, including cumulative trauma disorders. The Defendant was well aware of the risks associated with this job, but failed to take proper measures to guard against them, and failed to warn the Plaintiff of such risks.

9. Plaintiff diligently performed all of his work related assignments, and in doing so developed musculoskeletal type injuries, including injuries to his neck, shoulder, arm and back.

10. The Plaintiff sought out the medical care and treatment of the shipboard medical doctors. He was continuously returned to the same type of job tasks and activities.

11. On a daily basis, for an excessive number of hours, the Plaintiff was required to place his body in risky positions in order to carry out the assigned job tasks. He had to lift and carry excessively heavy items. He had to twist his spine in positions that were dangerous. He had to bend and lift and move extremely heavy objects. All of the tasks were made increasingly difficult by the fatigue associated with the long work hours, and lack of adequate rest breaks.

12. As a result of all the work requirements, Plaintiff did in fact suffer severe musculoskeletal injuries, including injuries to his neck, shoulders, arms and back.

13. On or about August 31, 2009, Plaintiff was diagnosed with sciatica nerve pain and lumbalgia, which developed and manifested at that time due to the excessive and unsafe amount and type of lifting the Plaintiff was required to do.

14. Plaintiff reported how the lifting and pulling of heavy furniture, as well other job tasks injured him. Defendant documented this information.

15. Sometime in September of 2009, the Plaintiff presented to the ship's doctor, and had complaints which should have raised the suspicion of the ship's doctor that the Plaintiff was suffering from musculoskeletal type injuries as a result of his job.

16. The ship's doctor failed to make an appropriate diagnosis, and the Plaintiff was returned to work, and then assigned strenuous work activities which only aggravated and made worse his condition.

17. Plaintiff then continued working until he was unable to work any longer, and was taken off the vessel and sent for medical care and treatment. Plaintiff then was diagnosed with a cervical herniated disc as being the cause of his problems.

18. Plaintiff received surgery on June 26, 2010.

19. Following his surgery, Plaintiff demonstrated the need to receive further medical care and treatment for his lumbar complaints, which had been documented while he was working onboard the ship.

20. Plaintiff was diagnosed as suffering from a lumbar herniated disc.

### **COUNT I (Jones Act Negligence)**

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

21. 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.

22. 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.

23. On or about the above dates, 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 failing to provide the adequate tools and equipment in order for Plaintiff to perform his job tasks safely;

- b. Failure to provide a safe place to work by failing to conduct the operations in a reasonably safe manner in order to avoid the type of injury the Plaintiff suffered;
- c. Failure to provide a safe place to work by continuously assigning the Plaintiff to job tasks, that required him to engage in activities which put him at risk for suffering a serious musculoskeletal injury;
- d. Failure to perform a proper ergonomics analysis of all the job tasks and studies;
- e. Failure to have a proper ergonomics program in place;
- f. Failure to properly supervise the Plaintiff;
- g. Failure to properly instruct the Plaintiff;
- h. Failure to provide adequate assistance to the Plaintiff;
- i. Failure to adequately determine that the job tasks and activities assigned to the Plaintiff could be safely performed by this particular Plaintiff without risk of significant injuries to him;
- j. By failing to promulgate and enforce adequate safety rules, including rules relating to lifting and carrying heavy items, which would guard against the significant risks associated with the job tasks and activities required of the Plaintiff;
- k. Failure to provide a safe working environment;
- l. Failure to provide prompt, proper and adequate medical care and treatment;
- m. Failure to provide a safe place to work;
- n. Failure to warn the Plaintiff about the risk of cumulative trauma disorders and to take the appropriate steps to guard at such risk, including implementing a proper medical management program to take for medical management;
- o. Failure to have a proper medical management program in place to avoid cumulative trauma disorders;
- p. Failure to adequately study the work place to recognize ergonomic risk factors, and then to implement procedures and steps to reduce and avoid known ergonomic risks of injuries to crewmembers.

24. 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.

25. 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, incurred medical expenses in the care and treatment of his injuries, suffered physical handicap, lost wages in the past and his working ability has been impaired. The Plaintiff will continue to suffer lost earnings and loss of earning capacity. The injuries are permanent or continuing in nature, and Plaintiff will suffer all of the described 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 II (Unseaworthiness)**

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

26. On or about the previously stated dates, Plaintiff was a seaman and a member of the crew of Defendant's vessels, which were in navigable waters.

27. At all times material hereto, the vessels were owned, managed, operated and/or controlled by Defendant.

28. Defendant had the absolute nondelegable duty to provide Plaintiff with seaworthy vessels.

29. At all times material hereto, the unseaworthiness of Defendant's vessels were 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's conduct stated in paragraph number 23, above.
- b. The vessels were not reasonably fit for its intended purpose;
- c. The vessels' crew was not properly trained, instructed, or supervised;
- d. The vessels did not have a fit crew;

- e. The vessels did not have a reasonably fit medical staff;
- f. The vessels did not assign adequate manpower for the tasks being performed;
- g. Failure to conduct proper job analysis and risk of harm analysis;
- h. The job methods and procedures were not reasonably fit for the intended purpose as it posed an unreasonable risk of injury;
- i. Failure to have proper medical equipment, facilities and staff;
- 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 repetitive 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 Plaintiffs injuries and caused him additional pain and suffering.;
- m. Lack of adequate medical care;
- n. Finding Plaintiff fit for duty when he was not;
- o. The tools and manpower assigned to perform the task Plaintiff was required to perform were not fit for the intended purpose;
- p. Due to an unsafe working environment;
- q. Due to an insufficient number of crew to perform the required job tasks.

30. As a result of the unseaworthiness of the vessels, 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, incurred medical expenses in the care and treatment of his injuries, suffered physical handicap, lost wages in the past and his working ability has been impaired. The Plaintiff will continue to suffer lost earnings and loss of earning capacity. The injuries are permanent or continuing in nature, and Plaintiff will suffer all of the described 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)**

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

31. 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.

32. As a result of the failure to provide prompt, proper and adequate medical care and treatment, 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, incurred medical expenses in the care and treatment of his injuries, suffered physical and psychological injuries, which resulted in Plaintiff being handicapped, Plaintiff has lost wages in the past and his working ability has been impaired. The Plaintiff will continue to suffer lost earnings and loss of earning capacity. The injuries are permanent or continuing in nature, and Plaintiff will suffer all of the described losses and impairments in the future.

WHEREFORE, Plaintiff demands judgment against the Defendant for compensatory damages, including his past and future pain and suffering, mental anguish, physical and mental handicap and impairment, disfigurement, disability, inconvenience, aggravation of pre-existing conditions, lost wages in the past, loss of ability to earn money in the future, and loss of capacity for the enjoyment of life. Plaintiff also demands prejudgment interest, and trial by jury.

### **COUNT IV**

#### **(Failure to Provide Entire Maintenance and Cure)**

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

33. On or about the previously stated dates, Plaintiff, while in the service of the vessels as a crewmember was injured.

34. 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.

35. 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.

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

Dated this 29<sup>th</sup> day of April, 2011.

RIVKIND PEDRAZA & MARGULIES  
Attorneys for Plaintiff  
Concord Building - Suite 600  
66 West Flagler Street  
Miami, Florida 33130  
(305) 374-0565  
(305) 539-8341 (fax)

By: 

BRETT RIVKIND, ESQ  
FBN: 373486



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

CIRCUIT CIVIL DIVISION

EMMANUEL EVERICK CASTILLO,

CASE NO. 11-13518 CA 04

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 Amy Steele Donner**, one of the Judges of the above-styled Court, at the Dade County Courthouse, 73 W. Flagler Street, Room 635, Miami, Florida on the **5th** day of **July, 2011 @ 10:00 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 1<sup>st</sup> day of June, 2011, to: Brett Rivkind, Esq., RIVKIND, PEDRAZA & MARGULIES, Concord Building, 66 West Flagler Street, Suite 600, Miami, Florida 33130.

ROYAL CARIBBEAN CRUISES LTD.

Attorney for Defendant

1050 Caribbean Way

Miami, Florida 33132

Tel.: (305) 539-6000 Ext. 36327

Facsimile: (305) 539-8101

BY: \_\_\_\_\_

  
BRYAN E. PROBST

FLA. BAR NO. 571881

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

GENERAL JURISDICTION DIVISION

CASE NO. 11-13518 CA 04

EMMANUEL EVERICK CASTILLO,

Plaintiff,

vs.

ROYAL CARIBBEAN CRUISES LTD.,

Defendant.

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**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 a response to Plaintiff's Complaint.

1. A response to Plaintiff's Complaint is due on June 1, 2011.
2. Defendant seeks an enlargement of time to respond to the Complaint in order to permit the parties to discuss placing the matter in arbitration.
3. It is in the interest of judicial economy to confer regarding arbitration before removing the case to the United States District Court and seeking an order compelling arbitration.
4. Defendant respectfully submits that this request is not for purposes of delay.

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 for thirty (30) days.


Respectfully submitted,

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

By:   
BRYAN E. PROBST  
Fla. Bar No.: 571881

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via regular mail this 1<sup>st</sup> day of June, 2011, to: Brett Rivkind, Esq., RIVKIND, PEDRAZA & MARGULIES, Concord Building, 66 West Flagler Street, Suite 600, Miami, Florida 33130.

  
BRYAN E. PROBST  
Fla. Bar No.: 571881

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

EMMANUEL EVERICK CASTILLO,

GENERAL JURISDICTION DIVISION

Plaintiff,

CASE NO.:

vs.

11-13518CA04

ROYAL CARIBBEAN CRUISES, LTD.

Defendant.

THE ORIGINAL FILED  
ON APR 29 2011  
IN THE OFFICE OF  
CIRCUIT COURT MIAMI-DADE CO  
JUDICIAL DIVISION

**REQUEST FOR ADMISSIONS DIRECTED TO EACH  
DEFENDANT WITH ONE INTERROGATORY**

Plaintiff requests each Defendant to admit the following:

(Please read Salazar v. Valle, 360 So.2d 132 (Fla. 3d DCA 1978) as to the propriety of these requests for admissions).

1. The date of the incident alleged in the Complaint is correct.
2. The place of the incident alleged in the Complaint is correct.
3. The name of the Defendant alleged to have owned the vessel involved in the incident alleged in the Complaint is correct.
4. The name of the Defendant alleged to have operated the vessel involved in the incident alleged in the Complaint is correct.
5. The name of the Defendant alleged to have been the employer of the Plaintiff at the time of the incident alleged in the Complaint is correct.
6. The Defendant charged with negligence with respect to the incident alleged in the Complaint was, in fact, negligent at the time.

7. The vessel charged with unseaworthiness in the Complaint, was, in fact, unseaworthy at the time of the incident alleged in the Complaint.

8. The negligence of the Defendant(s) or unseaworthiness of the vessel was a proximate cause of loss, and/or injury and/or damages to Plaintiff, with respect to the incident alleged in the Complaint.

9. The Plaintiff suffered personal injury as a result of the incident alleged in the Complaint.

10. At the time of the incident alleged in the Complaint, the Plaintiff was not, in any degree, negligent.

11. At all times material hereto, Defendant engaged in one or more of the acts listed in Florida Statutes 48.081 or 48.181 or 48.193 in Florida.

12. As a result of the incident alleged in the Complaint, Plaintiff was entitled to receive maintenance and cure from Defendant until he was declared to have reached maximum medical improvement.

13. As of the date Defendant was served with the Complaint, Plaintiff had not yet been declared to have reached maximum medical improvement.

14. Defendant prepared an accident or incident report pertaining to the incident alleged in the Complaint at or near the time of the alleged incident.

15. Defendant had photographs taken of the scene of the alleged incident or board the vessel at or near the time of the incident.

16. Defendant had photographs taken of the scene of the alleged incident onboard the vessel prior to the any changes being made to the scene.

17. All of the employees on the vessel at the time of Plaintiff's alleged incident were members of the vessel's crew.

18. Defendant has access to its crew members for purposes of taking statements and investigating incidents such as the one alleged by Plaintiff in the Complaint.

19. One of the duties of the Staff Captain on board the vessel is to investigate incidents and accidents.

20. One of the duties of the Staff Captain on board the vessel is to fill out an incident or accident report at or near the time of the incident or accident.

21. The Staff Captain keeps a copy of the incident or accident report.

22. There are International requirements for the Defendant to adopt and implement a Safety and Environmental Management System.

23. In accordance with the International requirements the Defendant has in fact adopted and implemented a Safety and Environmental Management System.

24. Contained within the required Safety and Environmental Management System are procedures for investigation and reporting accidents.

25. In accordance with the procedures contained in the Safety and Environmental Management System regarding investigation and reporting of accidents, Defendant did in fact investigate the incident or accident alleged by the Plaintiff in this case.

26. In accordance with the procedures in the Safety and Environmental Management System regarding investigation and reporting of accidents, Defendant did in fact prepare one or more reports relating to the incident or accident claimed by the Plaintiff in this case.

27. It was the job of the supervisor and ship's doctor to determine Plaintiff's fitness to return to his regular job duties, and if Plaintiff needed to be returned to work with restrictions, or whether Plaintiff needed to be relieved of his job duties.

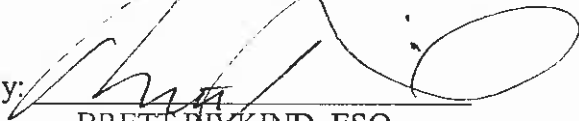
28. Following the Plaintiff's examinations by the ship's physician, a decision was made by the ship's physician and supervisors that the Plaintiff could be returned to full duty status and continue with his regular assigned duties, with no restrictions.

### INTERROGATORY

29. For each request denied by Defendant, please state and identify each fact and document upon which Defendant relied in denying the Request for Admission.

Dated this 29<sup>th</sup> day of April, 2011.

RIVKIND PEDRAZA & MARGULIES, P.A.  
Attorneys for Plaintiff  
Concord Building, Suite 600  
66 West Flagler Street  
Miami, Florida 33130  
Telephone: (305) 374-0565  
Facsimile: (305) 539-8341

By:   
BRETT RIVKIND, ESQ.  
FBN: 373486

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**PLAINTIFF'S NOTICE OF SERVING INITIAL INTERROGATORIES TO DEFENDANT  
ALONG WITH COMPLAINT**

Plaintiff, by and through his undersigned counsel propounds the attached Interrogatories numbered 1 through 23 upon the Defendant, requesting and requiring that said Defendant shall answer same under oath and in writing in accordance with the applicable Rules of Civil Procedure.

RIVKIND PEDRAZA & MARGULIES

Attorneys for Plaintiff

Concord Building, Suite 600

66 West Flagler Street

Miami, Florida 33130

Telephone: (305) 374-0565

Facsimile: (305) 539-8341

By: 

BRETT RIVKIND, ESQ.

FBN: 373486



### INSTRUCTIONS

(1) The incident referred to in these Interrogatories is the one alleged by Plaintiff to be the basis of his claim in the Complaint, including the claim for failure to provide prompt, proper and adequate medical care and treatment.

(2) These interrogatories are requesting the information of the Defendant, Defendant's agents, servants, employees, investigators, attorneys and insurance carriers.

### INTERROGATORIES

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. State separately the names, addresses, employers and telephone numbers of any and all persons known to you or to anyone acting on your behalf who saw, heard or investigated any of the claims of the Plaintiff that he/she was injured on the vessel, and state how any such information was in fact received by Defendant.

3. List the names and addresses of all persons who are believed or known by you, your agents, or your attorneys to have any knowledge concerning any of the issues in this lawsuit; and specify the subject matter about which the witness has knowledge.

4. Have you obtained statements of any kind, whether written, recorded, stenographically transcribed, oral, or otherwise, from anyone, which concern or relate to any of Plaintiff's claims? If so, please describe each statement and include the name, occupation,

telephone number and address of each person; the type of statement, which was taken (whether written, recorded, transcribed); the name of the present custodian of each statement so taken; and the date on which the statement was taken.

5. State the name, job title, and current address, phone number and email address (If still working for Defendant, provide the ship the individual is currently working on) of Plaintiff's immediate supervisor for each of Plaintiff's contracts with the Defendant.

6. State the name, job title, and current address, phone number and email address (If still working for Defendant, provide the ship the individual is currently working on) of Plaintiff's immediate supervisor for each of Plaintiff's contracts with the Defendant.

7. State the name and address of every person known to you, your agents, or your attorneys who has knowledge about, or possession, custody, or control of, any model, plat, map, drawing, motion picture, videotape, or photograph pertaining to any fact or issue involved in this controversy; and describe as to each, what item such person has, the name and address of the person who took or prepared it, and the date it was taken or prepared. This includes any instructional or safety videos pertaining to Plaintiff's employment with the Defendant.

8. Do you intend to call any expert witnesses at the trial of this case? If so, state as to each such witness the name and business address of the witness, the witness' qualifications as an expert, the subject matter upon which the witness is expected to testify, the substance of the facts and opinions to which the witness is expected to testify, and a summary of the grounds for each opinion.

9. Identify any claims or complaints by the Plaintiff that Defendant is aware of as to any physical injuries or illnesses that Defendant claims is a pre-existing condition Plaintiff suffered from, and identify any documents Defendant contends supports the claim that Plaintiff suffers from any pre-existing condition that existed prior to the time alleged in the Complaint his injuries occurred.

10. Identify each and every report that was prepared by Defendant, or its agent, that pertains to the Plaintiff or any of the claims made by the Plaintiff, including but not limited to any investigative reports in accordance with procedures of the Defendant set forth in the Safety Management System or SQM system, or pursuant to procedures adopted in accordance with IMO requirements. 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. State as to any such report, what procedures the report was prepared in accordance with, identifying with specificity the procedures including where the procedures can be found in order to be reviewed.

11. Identify with specificity any statements made by the Plaintiff Defendant is aware of that relates to Plaintiff's physical condition, injuries, prior claims, how Plaintiff was injured, or any and all other statements Plaintiff made that Defendant claims relates to how Plaintiff was injured or any other matter pertaining to Plaintiff's claim.

12. State the full name and present address of each owner and operator of any vessels, mentioned in the Complaint and indicate whether that entity is the same owner and operator of the fleet of vessels operating under the same cruise line name. (For example, Royal Caribbean Cruises, Carnival, Norwegian Cruise Lines, Ltd.)

13. If you assert any defenses based on the conduct of the Plaintiff, please state: what acts or omission are the basis thereof; the name and address and place of employment, job title or capacity, and present whereabouts of each person having knowledge or claiming to have knowledge of such conduct on the part of the Plaintiff; and what acts known by Defendant is the basis for mitigation of Plaintiff's damages.

14. State in detail the manner in which you assert Plaintiff's injuries occurred which required medical care and treatment. How do you contend Plaintiff's injuries occurred or how Plaintiff's accident occurred.

15. State all forms of compensation paid to Plaintiff during Plaintiff's last contract, including base salary, overtime, bonuses, vacation pay and fringe benefits. (Please itemize compensation to Plaintiff, how it was calculated, and identify those documents that would provide proof of all forms of compensation paid to Plaintiff during his/her last contract.)

16. As of the date of the incident alleged in the Complaint, state the cost per day, per seaman, for food on the vessel where Plaintiff worked. If you do not have that calculation, state what you contend is an adequate daily rate for the Plaintiff to obtain equivalent food and lodging on land Plaintiff's home country, and how you calculated such. In addition, state how much Defendant pay per day for food and lodging accommodations for crewmembers who reside in Plaintiff's home country, and whether Defendant has a policy of providing to such crewmembers a specific daily amount if not providing food and lodging at a hotel. Also, how did Defendant arrive at that daily rate?

17. State the full name and address of each employer of Plaintiff aboard any of the vessels mentioned in the Complaint.

18. State the date you contend Plaintiff reached maximum medical cure, and identify by date and author, any documents relied upon for this determination.

19. Itemize all maintenance and cure payments to Plaintiff, by date, and amount to whom paid, and a description of what the money covered.

20. List any deductions from Plaintiff's earned wages and describe each deduction by date, amount, and purpose. (Do not simply refer to Plaintiff's contract as such information may not be contained there).

21. Name the medical care coordinator assigned to oversee Plaintiff's medical care and treatment.

22. List each crewmember with the same job title Plaintiff had who has been listed in the RMIS Database as suffering any type of musculoskeletal injuries and where the cause listed in the database was cumulative trauma disorder, twisting overexertion, lifting. Include this information for a five (5) year period of time which would include the date of answering these interrogatories.

23. As to your answer to Number 22, list the date of entry, the type of injury and the cause listed. This investigation is requested for a five (5) year period prior to the dates alleged in the Complaint that Plaintiff suffered injury, and for the time period up to and including the date of answering these interrogatories.

\_\_\_\_\_  
AFFIANT

STATE OF FLORIDA        )  
                                      ) ss:  
COUNTY OF MIAMI 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

Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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Plaintiff,

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**REQUEST FOR PRODUCTION**

Plaintiff hereby requests each Defendant to produce the following documents at the law office of Plaintiff's attorney and to clearly identify the documents being produced so it is clear which documents correspond to each particular request:

**PRIVILEGED ITEMS**

With respect to any documents or items for which work product and/or attorney client privilege is claimed, please provide a list of items denoting date of preparation, type of item and the name, address job title and employer for the person preparing the item and for each present custodian of same. Also submit the items in a sealed envelope to the Court for an in camera inspection.

**INSTRUCTIONS**

Please identify which documents are produced in response to which Request.

**ITEMS TO BE PRODUCED**

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 applications.
4. Plaintiff's applications for employment with Defendant.

5. Any pre-employment physical exams of the Plaintiff.
6. Any Ship's medical log entries, which reflect care, treatment and/or examination of Plaintiff, including any daily logs where an entry is made when a crewmember visits the ship's doctor.
7. Any log entries in any log book pertaining to Plaintiff.
8. All medical reports, hospital records, X-rays, etc., pertaining to Plaintiff, including but not limited to, the Defendant's complete medical file regarding Plaintiff. (Includes any shoreside referrals, requests to see ship's doctors, and any other medical information pertaining to the Plaintiff.) This includes medical records and films of any of the medical care providers Defendant chose and paid to provide medical care and treatment to the Plaintiff.
9. Any accident, incident reports, illness or injury reports, that pertain to the Plaintiff. (If you contend any of these reports are privileged, provide the required Privilege Log with sufficient specificity so a court ruling may be obtained.) (This request includes each vessel Plaintiff worked on that was owned or operated by the Defendant.)
10. Policy of insurance or protection and indemnity providing coverage for Defendant by reason of Plaintiff's claim.
11. Photographs, diagrams, ship's engineering drawings, and graphs reflecting the area of Plaintiff's alleged incident as it existed at the time alleged in the Complaint and before any changes to the scene of the incident occurred, including the specific work areas Plaintiff alleges he was assigned to perform work tasks that contributed to her injuries.
12. All log entries pertaining to Plaintiff, including crew logs, medical logs, deck logs and any other logs.
13. Copies of checks and records, along with accounting summaries, reflecting any payments to Plaintiff of money by Defendant for maintenance and cure, including sick wages and earned wages with respect to injuries sustained in the incident alleged in the Complaint. (This request asks Defendant to produce proof of maintenance and cure, which includes payments to the Plaintiff and to any medical care providers.)
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. Any correspondence from the Defendant(s) to its (their) agents, including any medical care providers, concerning the Plaintiff's medical care and treatment. This request includes any correspondence setting up medical care for the Plaintiff in his home country. (Also requests any type of correspondence with doctors providing any type of medical information concerning Plaintiff.)

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

17. Any documents relied upon by Defendant to conclude Plaintiff was at maximum medical cure.

18. Any documents relied upon to terminate maintenance and cure.

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

20. Statements of any form given by the Plaintiff.

21. Any correspondence to and from the Plaintiff.

22. Any documents containing any statements made by the Plaintiff.

23. Any documents reflecting arrangements made for the Plaintiff to receive medical care and treatment, including any correspondence sent to any agents or medical care providers concerning Plaintiff's medical care and treatment in his home country.

24. Any correspondence, memoranda, or other documents reflecting conversations with any of Plaintiff's treating doctors.

25. Any correspondence to and from Plaintiff's treating doctors, including any correspondence containing information about Plaintiff's medical condition.

26. All medical bills received by Defendant that relate to Plaintiff.

27. 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.

28. Statement of Crew Member Reporting Accident/Illness Report.

29. Statement of Eyewitness to an Employee Injury Report.

30. Employee Injury Investigation Fact Sheet Report.
31. Root Cause Analysis and Recommended Corrective Actions Report.
32. Reports rendered by any person who will be used as an expert witness in this action.
33. Complete PEME including Lab Work.
34. Crew Medical Consultation Requests Forms.
35. Medical Log Entries pertaining (to all visits).
36. Shipboard Examination records.
37. Shoreside Referrals.
38. Work orders pertaining to the work being done at the time of the incident alleged in the Complaint.
39. Photographs, slides, or motion pictures, or videotapes, including any possible surveillance of Plaintiff taken at any time, which are in Defendants' possession or the possession of Defendant's agents, servants or employees.
40. Charter Agreement pertaining to the vessel at the time of the incident alleged in the Complaint.
41. The Life Onboard video.
42. Master's Rules and Regulations.
43. Getting Onboard Handbook.
44. Any manuals, including Safety Management Systems, SQM Systems, describing procedures for accident investigation and reporting.
45. Job descriptions for any positions held by Plaintiff while in the employment of Defendant.
46. Any Collective Bargaining Agreements Defendant claims apply to Plaintiff's employment.
47. Crewmember Signed Contract.
48. Any employment contracts with the Plaintiff.
49. Any warnings or reprimands given to Plaintiff.
50. The voyage files and voyage reports for the voyage during which Plaintiff's injuries or accident is alleged in the Complaint to have occurred.

51. Any and all documents that support each Defendant's affirmative defenses.
52. All documents regarding the job description and duties of Plaintiff.
53. All documents which indicate Plaintiff's earnings and/or receipt of fringe benefits while in the employment of Defendant, for the entire time she was employed by Defendant.
54. Any safety rules that applied to Plaintiff's employment on each of the vessels.
55. Any safety or instructional videos concerning Plaintiff's employment with Defendant that would pertain to Plaintiff's employment with Defendant.
56. Any safety videos or instructional videos for crewmembers that Defendant maintains.
57. Any written instruction provided to Plaintiff on how to perform his job.
58. Any ergonomic studies of the job tasks performed by crew aboard Defendant's vessels which cover the jobs Plaintiff performed for Defendant.
59. The ergonomic study called the Dupont Study that was conducted by or on behalf of the Defendant with the assistance of Ron Smith.
60. Any risk analysis or job task analysis performed by Defendant as to any job aboard Defendant's ships that Plaintiff was required to perform.
61. Any document in accordance with IMO requirements to prove Defendant ever conducted a risk analysis as to Plaintiff's job.
62. Any document in accordance with IMO requirements to prove Defendant investigated Plaintiff's accident and determined the likely cause and any corrective actions needed.
63. Any recommendations as to work safety measures to implement onboard Defendant's vessels that were provided in connection with the hiring of the Dupont company to study jobs onboard Defendant's vessels.
64. Any rules that the Defendant has promulgated to address safe lifting practices while at work.
65. Any rules Defendant has promulgated which address safety risks for Plaintiff's job that Defendant identified.
66. Any safety rules applicable to the Plaintiff's job.
67. Any safety brochures.

68. Any training videos given or assigned to the Plaintiff.
69. Any training materials given or assigned to the Plaintiff.
70. Any description of the training provided to the Plaintiff.
71. Any safety management system provisions which address safe lifting practices onboard the ships.
72. Any SMS safety manual provisions that identify any risks associated with Plaintiff's particular job.
73. Any documents reflecting fringe benefits, retirement plans, pension plans, and medical care benefits.
74. All records reflecting calculations of Plaintiff's earnings and payments to Plaintiff of earned wages.
75. All sign on and sign off records of Plaintiff.
76. Any document reflecting sign on and sign off dates during Plaintiff's employment with Defendant, reflecting the names of the vessels, dates and job titles.
77. Crew Maintenance and Cure Report.
78. All maintenance and cure requests by Plaintiff.
79. Crewmember Employee Assignment History Report.
80. Time and Attendance Policy information form.
81. Work Hour Recording Sheets of the Plaintiff.
82. Any telephone recordings with any health care providers.
83. Any emails or other computer data pertaining to medical information obtained concerning the Plaintiff.
84. Any instructions on how to save information obtained regarding the medical care and treatment of a crewmember.
85. Any instructions on how to input and save information obtained about a crewmember who has suffered an illness or injury.
86. Any instructions on how to input and save information about accidents on the ships.
87. Any time and attendance information sheets or time cards showing working hours each day for the Plaintiff.

88. Copies of any and all Crew Member History-Work with Employee Assignment Forms.

89. Any and all AIRTIS and RMIS notes pertaining to the Plaintiff.

90. Any and all AIRTIS and RMIS notes inputted by medical coordinators pertaining to the Plaintiff.

91. Any index reflecting the various categories of information maintained in the RMIS system pertaining to crewmembers.

92. AIRTIS notes and/or RMIS notes showing staff attendant injuries as a result of cumulative trauma disorders, twisting injuries, repetitive lifting and excessive lifting for the three (3) year period prior from September 2009 until present.

In the event one or more Defendant takes the position that the Court in which this suit is filed lacks jurisdiction over Defendant or the subject matter; or the doctrine of forum non conveniens applies, then Plaintiff requests that any and all documents pertaining to the following be produced:

93. Accounting records for Plaintiff.

94. Purchasing and financing of the vessel.

95. Defendant's Articles of Incorporation and shareholder records.

96. Board of Directors' minutes, pertaining to the purchase, financing, ownership and operation of the vessel.

97. Tariffs in effect for the vessel for one year up to and including the date of the accident.

98. Federal Maritime Pollution Application in effect at the time of the incident alleged in the Complaint.

99. Corporate resolutions, signature cards, and monthly statements pertaining to Defendant's Florida bank accounts.

99. Corporate resolutions, signature cards, and monthly statements pertaining to Defendant's U.S. bank accounts.

100. Bill of Lading forms used for cargo on vessel.

101. Agency agreements pertaining to the vessel.

102. Accounting records for vessel.

103. Repair records for vessel.

104. Documents reflecting the date for each occasion the vessel arrived in a port in the United States for its possessions.

105. Ship's survey.

106. Ship's registration.

107. Deed(s) for property owned by Defendant located in the United States.

108. Leases for property leased by Defendant in the United States.

109. Agreements with brokers, freight forwarders or agents pertaining to cargo transported by Defendant to or from the United States.

110. Complaints from other lawsuits involving Defendant as either a Plaintiff or Defendant in a court located in the United States.

111. Advertisements pertaining to Defendant or its vessels.

112. Bills, invoices, statements, or documents evidencing payments by Defendant to any entity in Florida.

113. Bills, invoices, statements, or documents evidencing payments by Defendant to any entity in the United States.

Dated this 29<sup>th</sup> day of April, 2011.

RIVKIND PEDRAZA & MARGULIES, P.A.

Attorneys for Plaintiff

Concord Building, Suite 600

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Miami, Florida 33130

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