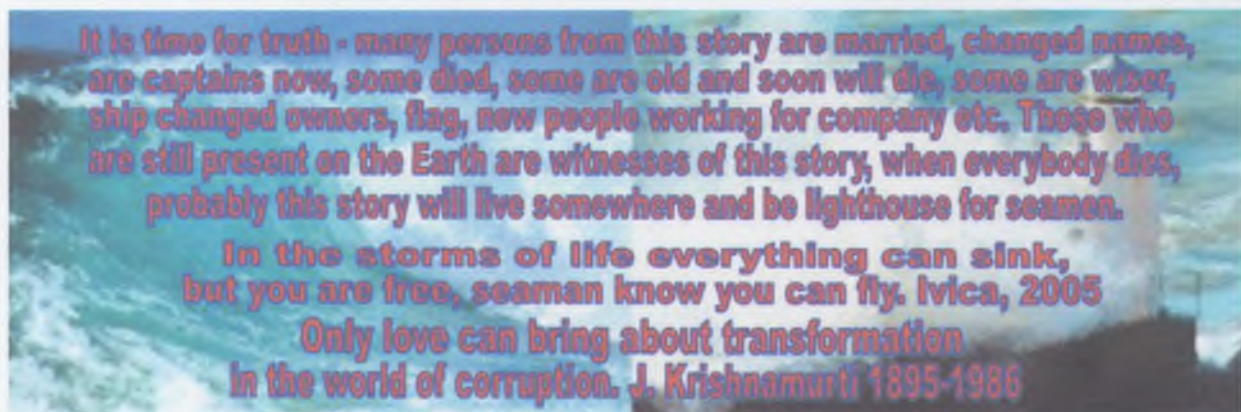


WARNING FOR SEAMEN - JUSTICE AT SEA

One's crew member call for distress to protect own health and rights of seamen
- Ivica Colak, Dubrovnik - Croatia - Story about my wife and her injury on cruising ship -



"Every court should watch with jealousy an encroachment upon the rights of seamen because they are unprotected and need counsel...." Justice story, 1823

The unjust judge has lost his own defender. . . .

The Supreme Justice and the Supreme Love are one. James Allen 1864-1912

Every violation of truth is not only a sort of suicide in the liar, but is a stab at the health of human society. Ralph Waldo Emerson 1803-1882

So, we should understand the inward emptiness, the inward disease and corruption. None can heal you inwardly and that is the miracle of it. A doctor can heal you outwardly; a psychoanalyst may make you normal to fit into a decaying society; but to go beyond, to be inwardly true, clear, uncorrupted - that you alone can do and none else. This is the greatest miracle: to heal yourself completely. J. Krishnamurti

Don't hate people, consciousness is one. This is only one of numberless life's stories.

Seafarer have right to inform public and other seafarers and international Law organizations about all illegal wrongdoings of shipping Companies and their agents.

Every story has three sides. Yours, mine and the facts. Foster M. Russell
Content

1. How everything started - Hippocratic Oath and doctors
2. ITF - Seamen union and FOC ship m/v Seven Seas Navigator
3. What my lawyers recommended for settlement?
4. Is Radisson entitled to entry of summary judgement?
5. They can share profits but not responsibilities?
6. Radisson admits in own words responsibility
7. Court Cases in which seaman won at Court and my case, my lawyers
8. Why judge did not reopen my case? and why did issue PROTECTIVE ORDER for Radisson, not to produce ship's documents about my injury?
9. "Recompense injury with justice". Confucius
10. Fax sent to Judge
11. Documents, facts and pictures evidence - page 52 -- It is responsibility, law, and also the law of the sea to provide assistance to injured seaman.
(This story contain 86 pages all facts-evidence and information for seamen)

WARNING FOR SEAMEN - JUSTICE AT SEA

- Ivica Colak, Dubrovnik - Croatia - Story about my wife and her injury on cruising ship -
- I do not like to offend anybody but I have to write true facts that thousands of seamen be warned. If this truth offend anybody than they offended truth. -
- Do you know what is Dignity - that is the virtue which possess only human being and it distinguishing humans from animals. You have it or not, doesn't matter if you are rich or poor. It is true that many humans sold it for money and positions even if unlike animals they know what is true and lie, what is justice and what is injustice, what is right and what is wrong. Ivica, 2001 (from letter sent to Cunard Line loyal officers from the ship m/s Queen Elizabeth 2 they will recognize who are they) here is dedicated to judges, doctors, lawyers, inspectors. human beings.
- O, humans you are higher than money. Do whatever you like in your life, but never forget who you are. Your purity is higher than what you can comprehend or see, ah, purity is freedom, understand it. Ivica - - - "Recompense injury with justice". Confucius - - -
- Florida Southern US District Court - Judge Joan A. Lenard - Case No. 01-7765-CIV - Date Filed: 11/19/2001 - Case closed 02/06/2002 - Case reopened 02/14/2002 - Case closed 7/29/2004 - Colak v. Radisson Seven Seas, et al - Radisson Seven Seas Cruises, Inc, IN Personam - Seven Seas Navigator, IN Rem - - ***"The Navigator has issued a Letter of Undertaking from its insurance carrier guaranteeing payment of any judgment obtained by the Colak in this district court in consideration for Colak's agreement not to arrest the vessel in Fort Lauderdale."*** 2001 from US District Court Miami - First lawyer - Lipcon, Margulies, Alsina - withdrew from case 09/18/2003 40 ORDER Adopting Joint Scheduling Report setting Jury trial set for 9:00 9/20/04 Calendar call set for 2:30 9/14/04 Discovery cutoff 5/1/04 Pretrial conference for 2:30 9/9/04 (Signed by Judge Joan A. Lenard on 5/19/03) - Second lawyer John Kevin Griffin - case closed 03/2005 after appeal.
- The Radisson Seven Seas Cruises, Inc., Corporation from Fort Lauderdale - USA - accident happened on ship m/v Seven Seas Navigator under ownership Celtic Pacific UK, Ltd. Southampton, flying Bahamian flag. Signed Special Agreement with Italian ITF - FIT/CISL Marittimi Roma, (Captain Remo Di Fiore) seaman union, on 1 Jan 2000. Radisson admits at court: "Radisson has a bareboat charter for the vessel". Radisson's lawyers McIntosh Sawran Peltz Cartaya-Petrucelli
- Radisson Seven Seas Cruises changed name in March 2006 to Regent Seven Seas Cruises.
- - List of State Port Controls for m/v Seven Seas Navigator - -
- Paris MoU - Italy - Leghorn date report 28-09-1999 - Detention - No - Deficiencie - 0
- Ship Manager(s) Port State Control from PSC organisation US Coast Guard U.S.A. - port of inspection MSO Los Angeles/Long Beach on 24-05-2000 Detention - No - Deficencie 0.
- "A Port State control visit on board a ship will normally start with, as a minimum and to the extent applicable, examination of the following documents. . . . (40 documents, ship's Log, safety records, medical records. . .) In principle, all deficiencies must be rectified before departure of the ship. The following are the main criteria for the detention of a ship: - a ship which is unsafe to proceed to sea will be detained upon the first inspection, irrespective of the time the ship is scheduled to stay in port". . . "When a ship has been detained all costs accrued by the port State to inspect the ship will be charged to the owner or the operator of the ship or to his representative in the port State. . . Clear grounds for a more detailed inspection are, amongst others: - a report or notification by another authority; - a report or complaint by the master, a crew member, or any person or organization with a legitimate interest in the safe operation of the ship, unless this complaint is clearly deemed to be unfounded; - Other indications of serious deficiencies. . . ." (Source PSC)
- "Chief Complaint. . . Evidently while cleaning the bathroom with moderately rough seas, she was standing with wide based gait, straddling the shower, supporting the glass door with one hand, washing with the other. The door came off its hinges falling, striking the left ankle causing her to twist without fall. Another employee assisted with door management. She continued work, some increased pain and swelling. Has seen by infirmary on board ship and was provided with ace wrap. Some discomforts though continued working " From medical examination of dr. Mitchell S. Seavey "A traumatic injury commonly involves a sudden twist or kick to the ankle" Unknown orthopedist?

1. I have been injured on board cruising ship m/v Seven Seas Navigator (five stars luxury ship) while on duty, because of defective shower door (plastic hinges) in passenger's suite fell on my ankle - not my fault. It were third shower doors which fell. More shower doors fell in passenger's suites some on crew members some on passengers. I have witness statement of bedroom stewardess from the ship signed in front of Notary and translated in English by a sworn court interpreter: "Date 20th October, 2000 . . . I met Ana Čolak from Dubrovnik on board the m/v "Seven Seas Navigator" (Bahamas Register), Radisson Seven Seas Cruises - VShips Monaco. . . . I was present on board when on 17th January, 2000, in a passenger's cabine the glass shower door fell onto Ana's left foot ankle causing injury. . . She visited the ship's doctor who put a bandage on an ankle. She complained of pain but the doctor did not give her any ointment. Ana bought ointment herself, which she showed me, . . , and elastic sock that she wore for about a month and a half to ease the pain. As the pain was persistent she reported to the ship's new doctor after some fifteen or twenty days, but he gave her some pills against pain, which she showed to me. . . . Several stewardesses more were injured as well. Shower door fell onto me too. Since my working area was next to Ana Čolak's I was present when the shower door in her cabin fell onto her prior her disembarkation, when she screamed and called for help. I heard her and helped her. I found her all scared and pale. I lifted the door and telephoned from the same cabin to hostess Liv informing her of the fallen door and scared Ana. The maintenance crew repaired that door." Notary Public - Dušan Kvartuč - do herewith certify that: . . . own and true signature. Biograd na moru, State of Croatia

2. From my statement which I gave on same date to Andrea. - "From: Ana Čolak - stewardess - To: Crew Chief Steward M/V Seven Seas Navigator - Injury on duty - 22 May 2000 - I am informing you about accident which happened in January 2000 while I was doing my regular cleaning duty. . . On the 5th of May 2000 I started to work at 06-30 a.m. was embarkation day so I worked whole day until 22 in the evening. After so hard day I again felt pain in my leg until today didn't dissappear. How I am going on my regular vacation on May 26. I went to see ship's doctor and asked for my medical file because I do not have medical cover and in my country is very expensive medical treatment. He (Bo Lindquist) refused to give me my file and turned his back saying "It takes six months to heal for your injury and that's all I can tell you". Few months already passed so I care what is going to happen and I do not have medical cover. I went to see staff captain and told him whole story. I asked for copy of statement about accident which in January wrote housekeeper Martina and which she sent to hotel director. He told me that I write my statement and hand to crew chief steward, and with her and my statement I can get medical cover from company for twenty five days. I want to get copy of statement and copy of my medical file from January from ship's doctor who didn't send me for x-ray so couldn't know exactly what kind of injury happened to me. How I don't have enough time I want to sort this thing before I leave the ship. Thank you in advance (signed)"

Few days before 24-05-2000 PSC inspection, shower door fell and hit bedroom stewardess from Bulgaria, Tanja at head - ship's doctor gave her pain killer pills. I didn't know that PSC is onboard.

- Ship Manager(s) Port State Control from PSC organisation US Coast Guard U.S.A - port of inspection MSO Los Angeles/Long Beach on 24-05-2000 Detention - No - Deficencie 0.

Another statement given on board:

- "From: Ana Čolak - stewardess - To: Staff Captain M/V Seven Seas Navigator - To: Crew Chief Steward - 25 May 2000 morning - Since I spoke with Staff Captain on 21st May 2000 and handed my statement on his advice on 22 May to Crew chief steward I didn't get any answer about what company is going to do in my case. How I am leaving ship and not coming back I want to get copy of official LOG about my injury and medical file from January ship's doctor. I informed Crew Chief Steward on the 22nd and 24 May 2000 afternoon about my request. I joined ship medically fit in December with medical certificate from London Maritime approved doctor. How I still didn't get these important documents for me I want to get it today afternoon with my final wages. If not then IT IS TOO LATE because next day I am signing off and here I repeat again I DO NOT HAVE MEDICAL COVER. Just to mention few days ago Filipino crew member sliped in the galley and injured leg. Doctor sent him for x-ray? ? Ana." I handed this in the morning, no any response.

Around 6 p.m. evening my husband sent email to ITF (ILWU) inspector Barry Binsky and informed about it Crew Chief Steward Andrea. Some time after that Andrea took me to ship's hospital.

3. The ship's doctors (Dr. Andres Helmersson (Sweden) and Bo Lindquist (USA) did not send me to orthopedist ashore after I repeatedly complained for pain. Neither gave me promised ointment for pain. I bought it myself in a pharmacy ashore. After four months at the end of contract I still felt pain, my husband informed ITF inspector and ship's officers that inspector coming on the ship and I have been referred to orthopedist last day of my contract? First phoned around 4 p.m. to ITF inspector in Los Angeles and informed him about everything, he asked when ship sails, answer was around 6 p.m. he said that there is no enough time to come. But advised in next port contact ITF inspector. My husband straight away phoned to Barry Binsky from San Francisco, and told him that company refuse to give me medlog report. He asked my husband to request official Log book record about my injury. One day at sea and in S. Francisco Mr. Binsky did not obtain Log book record himself when he has been on the ship, neither helped me to obtain same on second visit of the ship in San Francisco. I asked for help other ITF inspectors in other ports and from ITF world headquarter London to obtain it - but in vain? The Company refused to give me log or other medlog documents from ship's hospital about other visits to ship's doctors, I've got only medlog from January 17 2000. I did not get even medlog from 25 May 2000 when I have been sent to orthopedist in San Francisco? A patient have everywhere in the world right to access own medical record, why it is even todate denied to me? Those who hide documents also hiding unlawfulness.

My husband traveled, worked in hotels, restaurants 3 years on Atlantic Shipping Company from Dubrovnik cargo ships as waiter and 4 years on the cruising ship m/s Ambassador, lived in London, worked on m/s QE2 12 years, on the private yacht "Nostalgia", 2007 six months in Croatia. I worked from 1982 until 1991 - Hotel touristic center "Dubrava - Babin Kuk" - Dubrovnik with short break 4 months on the cruising ship m/s Ambassador, Company - Atlas from Dubrovnik. During war in Croatia my husband (boyfriend at that time) waited for me to come over to London. Long story how I finally entered in the United Kingdom, after my third attempt. My next job at sea - 9 years on the ship m/s Queen Elizabeth 2, and got copy of ship's Log book without asking for it about myself page 80 from 1999 year while I was on board? Even when I did not work anymore for Cunard Line, after more than one year I requested from QE2 ship Log for another crew member, Cunard line sent it to me by mail? So if seaman request Log he must get it without any problem, especially about himself. I have both official Log book reports from QE2 in my possession. In my log book record page, staff captain write about myself, "Ana Colak - BRSs long service and unblemished prior work performance". After reading it I and my husband resigned from famous QE2, of Cunard Line, Captain Ronald W. Warwick and staff captain R. Heath, chief security Allan Parker? Former ASM Manageress Tracy Jessop who at that time have been working in Miami office and was officially on board told me that she will arrange with Mr. Andrew Rowe that I and my husband get job on the ship m/s Vista Fjord (another ship belongs also to Cunard Line, changed name to Caronia). Personnel Manager Kevin Dunn wrote in his report Exit interviews: "The Master advised me that he was happy that investigation was conclusive, but showed concern that the Colak's has resigned because of this. He asked me to advise them they should consider their future on board and that there was no need for them to resign." I and my husband handed resign letters to respective Heads of Departments. Three days later Manageress Roz called me in her office (ASM) where was waiting Master of the m/v Queen Elizabeth 2 captain Ronald W. Warwick. We were talking and he told me "I am protecting Company interest. There is no job in Croatia. . . . " Company Cunard Line never gave me copy of my statement which I signed and which chief security A. Parker, took from me. Also never gave me witness statement of night hotel officer S. Thomas and Company illegally treated me, written statement in official Log book of QE2, signed by staff captain R. Heath, A. Parker and crew purser Thomas Bracken, with blessings of the Master. Companies hiding different injuries and accidents because of own money interest, and reputation without respecting own contracts, laws or seamen's rights. And because of it hundreds of seamen every year are injured, disabled, killed, humiliated, abandoned, not paid for medical costs, wages. . .

This article professionally explain how to treat injury of ankle and to compare how the ship's doctors treated my ankle injury wrong and also office of dr. orthopedist A. Konce in San Francisco.

Information from the American Podiatric Medical Association (APMA)

Foot and ankle emergencies happen every day. Broken bones, dislocations, sprains, contusions, infections, and other serious injuries can occur at any time. Early attention is vitally important. Whenever you sustain a foot or ankle injury, you should seek immediate treatment from a podiatric physician.

Myths -1. "It can't be broken, because I can move it" False; this widespread idea has kept many fractures from receiving proper treatment. The truth is that often you can walk with certain kinds of fractures. Some common examples: breaks of the thinner of the two leg bones; small "chip" fractures of either foot or ankle bones; and the frequently neglected fracture of a toe.

- 4. "Applying an elastic bandage to a severely sprained ankle is adequate treatment" False; ankle sprains often mean torn or severely overstretched ligaments, and they should receive immediate care. X-ray examination, immobilization by casting or splinting, and physiotherapy to insure a normal recovery all may be indicated. Surgery may even be necessary.

- 5. "The terms 'fracture,' 'break,' and 'crack' are all different" False; all of those words are proper in describing a broken bone. (This pamphlet is one of a series produced by American Podiatric Medical Association (APMA) that discusses several foot health conditions and concerns,. . .)

4. The Company sent me to orthopedist Allan Konce in San Francisco whom I never seen in my life, nor I ever seen doctor Smith A. Ketchum from Overseas Medical Center, San Francisco, - who "referred" me for nothing to orthopedist. Craig Stewart Investigator - Medical Board of California - Enforcement Program wrote: Date: Fri, 30 March 2001 "Regarding Dr. Ketchum, the record indicates that he had not seen you, he only referred you to Dr. Konce on behalf of the shipping agent. There are no records in his possession other than the referral slip, a copy of which I have. . ." Medical Board of California after my complaint never punished Dr. Smith Ketchum who refused to send me requested refferal slip and breached California laws? I possess original Referral Ashore Form For OWNERS Crew Members (see page 64) - from ship's doctor who signed, stamped and referred me to Orthopedist surgeon in San Francisco on 5/26/00. From email sent to G. Rogers VShips and ITF on 21 November 2000. "Now I remember what happened with the Referral Ashore Form For OWNERS Crew Members which I got from doctor in the evening on 25 May 00 at sea. Doctor's name is Bo Lindquist and he wrote: "Date of onset of symptoms 1/17/00 Port of Referral; San Francisco - Specialist: Orthop Surgeon Date: 5/26/00 A DOOR FELL ON (R) ANKLE, 17/01/00. Diagnosis: "(TORN) FIBULO-TALAR LIGAMENT (L) (left) ANKLE. . ." On the 26 May 00 in the morning my husband showed that paper and ITF inspector Barry Binsky asked to see it and how my husband and I talked with Staff Captain he put it in his bag on the floor so we forgot about that document." (Upon request Mr. Binsky returned this document sent letter on 2 Jun 2000, and it looks that company did not reffer me to dr. A. Konce but dr. Smith Ketchum?) Why doctor Bo Lindquist protecting dr. Andres Helmersson and write "A door fell on (r) (right) Ankle, 17/01/00..." (if it is true, why it is not recorded in medlog on 17 01 00?) when in medlog from that date it is written exactly: "17 01 - 5. 10 pm - Colac Ana - 4212 st.dess - Had a trauma against left ankle this morning. A little swollen. No pain while loading. No pain over maleol. Is given bandage for support. Advised". First did not write cause of injury falling of shower doors, not truth that there was not pain. I did not get this record straightaway and did not know that there are lies? So doctor wilfully did not give me some ointment for pain? When I informed ship's officer that ITF inspector coming on board I've got medlog record from 17/01/00 unsigned on page A4 size only copy of one line about my record I've got it on 25-05-00. (see page 63)

Next day Master, staff captain, ITF inspector saw what my husband asked all present what is this, medlog? and I think that they remember very well what he done with it. When I returned home later company sent me whole page of record for date 17/01/00. In the morning first crew came name. . . st.dess 8.20 am - Severe seasickness - Inj Stemetil 12.5 mgi.m. - Nurse. Second crewmember 8.30 am name. . . st.dess - seasickness - Given inj Phenergan 50 mg i.m. - Nurse" On that day was high seas, I came last on that day. Here warning for seamen this copy is changed, because I and my

wife with own eyes saw recorded on computer and hardcopy of ship's safety book that on 17/01/00 Fillipino crew member has been injured, something fell on his leg in the engine room. This is not recorded on any copy of medlog which Company sent to ITF, Crew Department, all I got later and to whom they sent it. This is evidence that company destroyed it. So it is very important that seaman must get signed any document which is recorded about him on the ship straight away. So even at Court if Judge gives (as Radisson got) Protective Order not to produce documents and in that way by Law hide and protect guilty, seaman have documents like Official Log book record about own injury, or safety record, ship's medlog etc. as evidence by which can obtain own rights and expose liars. - That is protection from future lies which could be construed with copied document. It is common sense that guilty person will do anything to protect self or company for which is working. If I got copy signed from doctor same day on 17/01/00 for my own record what doctor recorded than I could take measure on same day, and see is it true what he wrote. And what is the most important today I could be healthy and work on another ship. In this thing law and ITF must be strict - to prevent any possible changing or hiding, destroying of recorded documents.

- "A physician should exercise his art, not for his own benefit, but for the sake of the patient. If he practises merely for his own benefit, such a physician resembles a wolf, and is even worse than an ordinary murderer; for, while a man may defend himself against a murderous attack made upon him on the high-road, he has no means of defence against the murderer who, under the guise of a benefactor and protected by law, comes to steal his goods and destroy his life." Doctor - Paracelsus 1493-1541. Ship's doctors acted under order and not according medical profession and ethics. Here one court case in USA - Overseas Corp. v. United States, 433 F. Supp. 419, 421 (N.D. Ca. 1977) "Doctors who are hired by the shipowner to provide care for seamen are... agents of the shipowner, and the shipowner is liable for the malpractice of the doctor."

Orthopedist A. Konce gave false diagnosis and dates of injury under penalty of perjury. California Penal Code Section 118-129 - some articles, 126. Perjury is punishable by imprisonment in the state prison for two, three or four years, 123. It is no defense to a prosecution for perjury that the accused did not know the materiality of the false statement made by him; . . 124. The making of deposition, affidavit or certificate is deemed to be complete, within the provision of this chapter, from the time when it is delivered by the accused to any other person, with the intent that it be uttered or published as true. On 26 May 2000. Dr. Allan Konce declare: "I declare under penalty of perjury that the information contained in this report and its attachments, if any, is true and correct to the best of my knowledge and belief. . ." - "The above-captioned patient was interviewed and examined by me in orthopaedic consultation", I declared on 13 Jul 2003 in Miami in Deposition given under Oath for the Florida District Court that I never saw dr. Allan A. Konce. From Fax sent to him on 21 December 2000 "I will repeat some things here I received your Orthopedic Evaluation: MD Allan Anthony Konce orthoped surgeon wrote: "I declare under penalty of perjury that the information contained in this report and its attachments, if any, is true and correct to the best of my knowledge and belief, except as to information that I have indicated I received from others. As to that information, I declare under penalty of perjury that information accurately describes the information provided to me and, except as noted herein, that I believe it to be true. . ." and "The above-captioned patient was interviewed and examined by me in orthopedic consultation" and "Patient was initially seen by undersigned 5/26/00." I have never seen you in my whole life, you are not speaking truth. Prescribed me high potency pain killer. . . Mentioned Physical Examination-Drawer sign, Thompson tests and nobody ever touched my ankle, basic orthopaedic examination, at the Bay Medical Center. I received copy of Progress Report two times changed and recopied looks like bill of death. . . (see page 66). I see you have friends in MEDICAL BOARD OF CALIFORNIA: "has concluded its review of your complaint against Dr. Konce." And "we have closed this case and no further action is anticipated." - Email from: "Ivica.Colak@tnt-travel.com - To: raphael.sauleau@vships.com - Date: 06/13/00 11:09:59 Subject: Diagnosis - From: Ana Colak 13. 06. 2000 - - After first orthopaedic examination I got second diagnosis from specialistic in depth examination to discover real cause of my pain. How I didn't get real diagnosis in San Francisco which Dr. Konce hiding from me and I faxed my request for real diagnosis which I didn't get yet from her, I now

discovered why she was hiding it from me. Of course company also know her diagnosis. Will company tell me that diagnosis actually I want that diagnosis please send me diagnosis if not than it is your problem? With full documentation I am going to lodge complaint against her in San Francisco to medical authority. . . Company says-LIES: "Nothing is recorded so nothing happened"- that is "THANK YOU" ANA FOR ALL YOUR WORK and good bye. So I contacted ITF. My injury is not my fault - I want to walk without pain same as I walked before I joined M/S Seven Seas Navigator. This is not my fault why I have to pay for mistakes of other people?"

This is from email attachment 8 pages sent to Graham Rogers Vlasov Ships Leisure Inc Liberia and cc. ITF-Fit Cisl Rome Mr. Remo Di Fiore on 21 November 2000: "At Bay medical Center when I filled form at reception and explained nurse what's happened on the 01/17/00 she asked me did company sent me for x-ray I answered not, she was very surprised and she said that for injured ligament it takes long time to be healed. After came in doctor and she asked me about injury when it happened, did ship's doctor send me for x ray, what kind of medication I got (I showed her pain killer Diclofenac Sodium tablets 50 mg, date of expire May 2002 serial number B.N.05239/B), did I get off sick day, how long I am working for company and I told her my contract finished today and tomorrow I am flying home to Croatia. All my answers were negative she was very surprised. . . . I got two bottles of pain killers (strong narcotic pain releivers) one for day and one for night HYDROCODONE 5 MG/W APAP 500MG one - two times daily (generic for vicodin tablets) and IBUPROFEN 800MG TABLETS (generic for motrin) one - two times daily. This I've got for "uncomplicated left ankle sprain"... When I received Orthopedic Evalution from MD Allan Anthony Konce (his full name I found it later and understood that he is male, I didn't read name of doctor) I was surprised because he wrote: . . . and I HAVE NEVER SEEN doctor Allan Konce in my life. . . I do not understand above mentioned V.Ships Leisure Inc Liberia is this new Flag for Seven Seas Navigator?" I faxed (see page 76-78) to Dr. Konce on 2 Jun 2000 and requested my real medical finding. He did not answer. On 17 Jul 2000 again and complained to Medical Board of California. He sent one document I complained again and got another, complained again for one more document I had in my hands at his Clinic in San Francisco, where was written follows from fax sent on Nov. 02 2000 09:04 AM P1 from 20103 Dubrovnik (RH)-BESTPOST to MD Allan A. Konce: ". . . I still did not receive from you third Progress Report from May 26/2000 where was written in the bottom right corner "restricted for work 8 hours," but he never sent that document to me. Dr. Konce later admitted that this was true in his own words from letter to: "March 1, 2001 - Craig D. Stewart, Investigator Medical Board of California Enforcement Program - 800 San Jose - RE: COLAK, Anna. . . Dear Mr. Stewart: I am responding to your letter of 2/20/01 regarding the above named patient "She was found to be able to return to 8 hours of work per day. . . . On further consideration we changed the wording in the duty status so there would be no misunderstanding that she could return to her full, unrestricted duties." Here his lies that he personally examined me? On the ship under contract I have to work 10 hours per day Dr. Konce restricted on 8 hours? I complained again MBC opened case: " MBC . . re: Dr. Allan Konce - Control#: 03-00-113027 - Dear Ms. Colak Please be advised that we have reopened your complaint and submitted it to our medical consultant for review. Dorothy Horne - Consumer Services Analyst" and after one year MBC closed case and protected dr. Konce against all evidence which he himself signed, and incorrect diagnosis. Also signature of dr. Konce from 26 May 00 on the two bottles of tablets (see page 66) I received and medical finding and signature on documents which I received from him afterwards are different? There are two different handwritings on documents which dr. Konce filled? Doctors became slaves of insurance companies, they are slaves of money and their masters. "Mendax est furax", they lie and steal from patients health. There is no pardon for those who intentionally lie. Nobody can forgive them for what they did of own making.

From letter I sent on: "8 October 2001 To: Attorney General Bill Lockyer. - I am informing you about Medical Board of California and enclosing letter about my case. I've already complained to your office but got answer: "We regret that we cannot be of help to you in this matter" I want to remind you as representative of the State and its Laws that Dr. Allan Konce and Dr. Smith Ketchum from San Francisco breached same State Laws. Medical Board of California protecting them and

doesn't want to see written and signed proofs of breach of California Penal Code 118-129. I am foreigner but if I breach California Law I would be punished from representatives of that same Law and State? Does it mean that as foreigner who stayed only two days in San Francisco I can be cheated. I never saw Dr. Allan Konce in my life and he under penalty of perjury wrote and signed lies. I can not understand why he did it - did he receive money, I don't think that he is poor and have been tempted. I don't know will I ever get your answer which will not help me. I consider that in California foreigners are discriminated. Medical Board of California also breached Law did not pursue administrative action against own licensee who gave false statement signed and sent it to me. "Thank you for bringing this matter to our attention and aiding the Medical Board in its mission to protect the public", I see that Medical Board's mission is to protect doctors who lie.

"I had urge to write this letter even if it will not change anything, nobody will warn Medical Board of California, nobody will warn "invisible" doctor, nobody will warn Bay Medical Center, nobody will be punished and they will do it again, all will ignore State Laws. Foreign seafarers will be victims again. And now something from one doctor."

"To many doctors seem to believe that they are superior beings: that their authority should never be questioned; that their time is more important than anyone else's and that they are only the people entitled to respect." Dr. Vernon Coleman - HOW TO STOP YOUR DOCTOR KILLING YOU

Now from letter sent: "To: Raphael Sauleau V-Ships Leasure Inc. MONACO - 2 Jun 2000 - My answer after telephone conversation on 1 Jun 2000 where you advised me to pay x-ray and send bill to company and wait for refund and I doubt it will be payed after you laughed when I mentioned ITF. On my last cruise from 10 May to 26 May I had lady passenger - nurse by vocation in my suite who wore elastic support for leg (foot). When I asked her what's happened with her leg she answered that she had injured ligament one year ago and stil have problems, she asked me what's happened with my leg because I wear elastic support for leg too. I told her how shower door fell on my leg in January she asked me did doctor send me for x-ray what was the medical treatment I told her everything and she told me. . . Diagnosis COPY from San Francisco Bay Medical Center construed and few times changed is fake I didn't get original and is contradictory to what same doctor (money doctor) told me and showed me at beginning." - Court doc. " . . . Dr. Konce is customarily hired by the defendants to examine injured seamen, prescribe treatment, and determine whether the injured seaman is physically able to return to work at that time. *Id.* Once again, defendants' physician ignored Colak's complaint. In fact, Dr. Konce never personally examined or even saw Colak while she was in his office. The "examination" was conducted entirely by a physician's assistant, Lisa Few. Dr. Konce without ever seeing Colak, diagnosed her injury as an "uncomplicated left ankle sprain." Instead treating her injury, Dr. Konce's office prescribed pain killers and sent her back to work. Mrs. Colak's injury did not improve, and, in fact, got worse. She returned to her native Croatia, and visited her own doctors. She was than diagnosed with extensive ligament damage, as result of her injuries and improper treatment occurring, in part, in United States territorial waters and on United States soil." From Plaintiff's Memorandum of Law in Opposition to Defendant's Motion to Dismiss (Court Document 13, - Feb 25, 2002 US District Court Miami, Florida.)

"People will take things away from you unless you stand up for what is rightfully yours."

Tom Butler-Bowdon

<http://www.biz/konce-allan-a-md-san-francisco> - 11/3/2010 "Don't trust this guy. I made the mistake to trust this dr. And he left me in a wheelchair for a year. He was always late for my appts. Many times didn't show up at all. To rectify a missed appointment he had his asst. Ask me out for dinner. . . ." read the rest on above link browse for dr. Konce and you will easily get address

"As long as the world shall last there will be wrongs, and if no man objected and no man rebelled, those wrongs would last forever." Clarence Darrow 1857-1938 American lawyer

5. Company agent Inchcape Shipping Services from San Francisco refused to send me my medical record and breached California Insurance Health&Safety Code 791.08. Catharine Hooper of ISS: "For the final time, you are to contact your employer V.Ships of Monaco to receive your medical records. You need no longer contact Inchcape Shipping Services on this matter. Should you wish to

continue to contact ISS the answer you will receive will remain the same, as per direction from your employer V.Ships Monaco”. I answered - You must know one thing that my leg belong to me and not to my employers who ”payed the billing on your behalf”. USA Californian State Laws rule in USA and not V Ships MONACO Laws. By USA Laws you breached same laws, do not forget it? Wake up and look around yourself and find where do you live if you like V Ships Monaco Laws then go and live there? Insurance - Within 30 days of submitting a written request, an insurance institution, agent, or insurance-support organization must: inform the individual of the nature and substance of their recorded personal information in writing, by phone, or by other means; permit the individual to see and copy recorded personal information pertaining to him in person or receive such copies by mail; and disclose the identity of those persons or institutions who have received disclosure of such personal information within two years of the request. [Cal. Ins. Code § 791.08.] If the information is stored in coded form, the individual must be given an accurate translation in plain language. [Id.][Cal. Health/ Safety Code § 123135.]. C. Hooper never sent me medical record?

On 27 May 2000 I had flight from San Francisco to Croatia. When I arrived I visited Dubrovnik hospital for my painfull ankle. I reported to orthopedist showed him X-ray picture from 26 May 2000 from dr. Konce, he asked me for radiologist and doctor’s findings. I showed him only what I had copy of “bill of death”, and I told him that I was working for American Company on cruising ship. He ordered me to make new X-ray of ankle which was ready on 5 Jun 2000. I reported back on 6 Jun 2000, he told me that radiologist contacted him and that he will not write his findings? I waited one more day and on 8 Jun 2000 with my husband personally talked with radiologist, he said that will write something. We paid x-ray and visited orthopedist who wrote: “Somewhat swollen ankle with pain on palpation of ligament but also lat meleola. X-ray shows possible condition after infraction of maleolus fibulae“. He told me that he is court expert witness, and also working for one insurance company and doesn't want that his signature be on my papers. And finally advised me to find a new orthopedist and that I make MRI picture. I paid for examination, I had no medical insurance in Croatia. MRI was not available in Dubrovnik at that time. I contacted the nearest radiology in Split, made appointment date 12/Jun/2000 - Dr. Kalajžić - from Split did not write real facts when he heard that I am seafarer? My orthopedist was very angry because of it. - cracked fibula bone and damaged ligaments. He told us to return to radiologist and tell him that he told us to tell him to write correct findings. I paid 1600 kuna (\$350) for MRI (see page 82) dr. said that picture will be ready next morning? When we made appointment by phone he told us it will be ready for one hour, and same day we can return to Dubrovnik. Dr. Kalajžić same day gave MRI picture for old man from Mostar one hour after his screening. Next day we travelled to Zagreb but we found it is not good to tell doctor that I am working on cruising ship. I made appointment at Clinical University Diagnostical Center in Zagreb and made X-ray, and CT (\$100) "X-ray of the left talo crural joint, evident thornlike membrane inteross projections, also distinctive diastase. Fissure of the fibula malleous. . . Computerised tomography effected through talo crural joint and described fissure found in fibula malleous region with significant soft tissue swelling." (see page 81)

- Later I made MRI in Zagreb 11/October/2000 Dr. Čavka was serious told us to return for one more hour and marked arrows on the two pictures - only 2 hours waited for MRI (\$300). All this I paid from my pocket. Later other orthopedists found that my injury is permanent. There are good doctors and bad doctors. One doctor in Zagreb told my wife after examination: “You want millions” my wife was in pain and she started to shout. That doctor knew that we are seamen and expected to offer him money what is custom in Croatia you give “envelope” to doctor. We never offered money to any doctor. We paid 500 kuna examination and left his office. One doctor in Dubrovnik examined my wife and he saw medical finding from mentioned doctor from Zagreb and asked her “How big envelope you gave to . . .name (this doctor?). He expected also money and when he did not get it didn’t want to write his findings. Another doctor in Dubrovnik checked also all MRI, X-ray, CT, findings and knew that Radisson was sued in Miami he said “No any Court can knock this MRI picture”, he wanted big money and he knows everything. . . Luckily all doctors are not like these doctors. - **“Fear and greed cause the misuse of the mind. The right use of mind is in the service of love, of life, of truth, of beauty.” Nisargadatta Maharaj 1897-1981 - I AM THAT**

6. Polyclinic "dr. Obad" Split, Ana Čolak, born 1960 Dubrovnik - Injury 9 months ago. Ample documentation of medical records attached. The clinical findings today are somewhat better than earlier. Still present hardly noticeable perimall oedem laterally. Pain only on very firm pro and supination of the foot. Pain on palpation of the front side of lat. maleola, and tibiofibular syndesmosis. Dg. Stp. Distorsionem art. talocruralis sin. Contractura gr. levioris ATC MRI: avulsio proximalis ligamenti fibulotalare anter. ruptura subtotalis lig. fibulotalare poster. Orthopedic advice is physical therapy, avoidance of straining the foot ankle, especially walking on uneven surfaces. Otherwise when larger strain to the ankle expected to wear the elastic sock. Evening baths of the ankle, ung. Lasonil and ung. Voltaren. Checkup in 2 months and until then physical therapy. Split 17th October, 2000 - R.S.: Head Doctor - Dr. sci. med. Igor Aljinović Spec. Orthopedist.

On 18th October 2000 the ship's insurer P and I club - Assuranceforeningen Gard from Norway appointed own spec. orthopedist Zeljko Cesarec and occupational medicine doctor Milorad Stipanovic Polyclinic Provita in Rijeka, Croatia - orthopedist findings after examination: ". . . . Injury to the left foot ankle on 17 Jan 2000 on board a ship/employed as a stewardess. Practically no treatment until 26 May 2000, when first examination was made by an orthopedist in San Francisco. . . The injury resulted with reduction of the functional status of the left foot ankle in terminal phase and instability, of the ankle of the 1st degree. . . The condition may be considered as definite - the remaining consequences are permanent. . . A reconstruction surgery might eventually be considered with "dubious" result (time elapsed from the injury)." P and I ship's insurer Spec. for Occupational medicine Milorad Stipanovic report 31 Oct. 2000: "Working capacity has not been significantly affected and she is considered fit for service both as a land and ship stewardess, with the aid of elastic bandage, higher shoes, etc. On the ground of the above described, it is my standpoint that the injury of 17 January 2000 has caused Ms Ana Colak a 5% (five percent) imparity". Dr Stipanović working in Croatia - so he suppose to give percentage of disability in accordance with official Croatian List of Physical Damages -(my injury ascertained 30%). American orthopedist ascertained my injury according US List. After delay and because I forced VShips by international worldwide actions on 18 October 2000 VShips paid for travel and examination expenses \$1060 cash in hands without proper receipt I've got only photocopy not original? I did not reach maximum medical cure, suffered pain and no physiotherapy used so far and I never been paid sick wages etc.

VShips answered: From graham.rogers@vships.com to: ANA_COLAK@HOTMAIL.COM CC: KIM.JEFFERIES@GARD.NO, emanuele.torre@vships.com - Subject: MRS. A. COLAK Date: 18 Jan 2001 - 14:59:00 +0000 ". . . Thank you for your email of 12th January 2001. We note your comment that you are still under medical treatment but would respectfully point out that any costs you incur will not be refunded as treatment has not been authorised by the Company P and I representative in Croatia. . ." I answered Company deny me medical attention even today.

- On 18 September 2000, P and I attorney at law - lawyer from Croatia Miroljub Macesic emailed me: "I want to tell you that it is interest of Company and his P&I Club that you get all necessary medical attention, that your treatment be successful and after treatment do not remain any or as possible less permanent consenqueces. My task is to do the best what I can do that interest of Company and P&I Club would be met. I do not doubt that it is also in your interest."

After physical therapy finished on 3 April 2001 Specialist for Occupational medicine Dr. Branko Đukić in Dubrovnik wrote: ". . . Ana Čolak, born 1960, from Dubrovnik, Assistant Hotel Housekeeper, years of employment - 8. From 1991 until 2000 worked on board passenger ships as cabinmaid. . . . In January 2000 sustained injury at work. . . . The stated diagnosis represents permanent obstacle for future employment on board a ship. General work ability significantly reduced, especially for work requesting larger physical effort, longer periods of standing, work in strained position. I suggest re-training into eventual office worker".

Diagnosis of Dr. A. Konce on 26 May 2000 - Left ankle sprain, uncomplicated and resolving. Few diferent orthopedists in different cities examined me and gave their opinion. Diagnosis 8 Jun 2000 in Dubrovnik - Somewhat swollen ankle with pain on palpation of ligament but also lat meleola. X-ray shows possible condition after infracton of maleolus fibulae. Diagnosis on Polyclinic "Dr. Obad" in Split on 13 Jun 2000 - MRI - Stp. infract. mall. fibulae. Stp. rupturam partilis syndesmosis

tibiofibularis. Oedema perimall cr.gr.levioris. . . Diagnosis from Diagnostical and Intervention Radiology Clinic - Medical University in Zagreb on 29 Jun 2000: "X-ray of the left talo crural joint, evident thornlike membrane inteross projections, also distinctive diastase. Fissure of the fibula malleous. . . Computerised tomography effected through talo crural joint and described fissure found in fibula malleous region with significant soft tissue swelling. . . ." On 4 Jul 2000 orthopedist in Zagreb diagnosis: Distorsio inveterata art. talocruralis.sin - Polyclinic "Dr. Obad" in Split on 7 Jul 2000: Stp contusionem et distorsionem ATG. sin. a.m.v. Stp infrac. mall. fibulae. Stp. avulsionem partialis sindesmosis tibiofibularis. Polyclinic "Dr. Obad" in Split on 17 October 2000: Contractura gr. levioris ATC. MRI: avulsio proximalis ligamenti fibulotalare anter. ruptura subtotalis lig. fibulotalare poster. (Here seen new MRI films from Zagreb made 11/10/2000)

7. I asked help from Seaman Union ITF to obtain those important documents but Union rejected appeals for help. Strange, because the Union signed for the ship Collective Bargain Agreement and had right to inspect the ship anytime and obtain copies of any documents? and at that time was worldwide action against FOC (Flag of Convenience ships), m/s Seven Seas Navigator flying Bahamian flag. ITF world headquarter from London promised me help on 5 October 2000: "If your claim is for sick wages, the Action Unit will be able to deal with that for you", and also: "Let me first of all assure you that we exist to ensure that Seafarer are treated in accordance with their contracts of employment and will act when a seafarer demonstrates that there has been breach of agreement". ITF did not help and abandoned me. - From registered letter sent to: "Radisson Seven Seas Cruises 600 Corporate Drive, Suite 410 Fort Lauderdale, Florida 33334 USA - 14. 06. 2000 - I don't know have you been informed about my accident on board ship so I decided to write to you. . . After medical examination and diagnosis doctors found that my leg will never be again same as before accident, and they told me if I had plaster caste after accident that everything would be allright. . . So I think that the best way is to communicate with Owner after all what's happened on board and my contacts with Monaco office. . . . I hope that I will get soon answer what company will do in my case. I gave you my email adress ivica.colak@tnt-travel.com for faster way of communication and expecting your answer." I never got answer. (see page 55 contract of employment)

8. I was with my wife at Bay Medical Center - San Francisco and we never saw doctor A. Konce and documents from Bay Medical Center are contradictory and with different dates of injury. Also, the ship's officers intentionally did not record or destroyed medical records or Log book and safety records about her injury. Company never gave those documents to cover up Dr. Konce's false statements given under penalty of perjury. And his diagnosis "uncomplicated left ankle sprain" Work status Patient was returned to full, unrestricted duty as of that same date, 5/26/00" was proved wrong as all other orthopedists in US and Croatia claim that it is permanent injury. Radisson took deposition of Dr. Konce and Lisa Few his Physician's Assistant in San Francisco on Thursday March 25, 2004. Radisson in its court document EXPERT WITNESS DISCLOSURE dated 1 June 2004 say that it will use dr. A. Konce finding for trial: "Although, not specially retained experts Defendant reserves the right to utilize the testimony of any of the Plaintiff's treating physicians or physician assistant whose reports have been provided in this case and/or who have been deposed, including but not limited to doctor Allan Konce and Lisa Few PAC."? Dr. Allan Konce sworn Court Expert Witness what is recorded in NASJVP Directory, CA National association of state jury verdict publishers, from Medical Board of California got: "Citation Order No: 20-2001-125290. . . December 27, 2001 . . . Citation against Allan Anthony Konce, M. D. - License number: G-21789. . . Cause of Citation: On February 20, 2000, you prepared a "Permanent Treating Physicians Permanent and Stationary Report" which indicated that the patient had been under your care since October 26, 1999, when in fact the patient was never treated or evaluated by you. . . . The board is ordering you to cease and desist from preparing false medical reports. . .". Signed David. T. Thornton Chief of Enforcement Medical Board of California." In my documented case about wrong diagnosis and false dates, photocopied medical finding and complaint against Dr. A. Konce on August 27, 2001: ". . . Medical Board Investigation Case#:03 2000 113027 Dear Ms. Colak: The Medical Board of California has concluded its investigation into your allegation that on 05/26/00, Dr. Allan Konce, M.D., failed to correctly diagnose an injury to your ankle. Further, that Dr. Konce

falsely signed a statement (see page 72) that he had personally physically examined her when he had not. It has been documented by facts and evidence of this case that there is not sufficient cause to warrant pursuing an administrative action against the licensee. Thank you for bringing this matter to our attention and aiding the Medical Board in its mission to protect the public. Signed Andrew Hegelein Supervising Investigator." I sent to MBC translated in English and signed by sworn court interpreter medical records about permanent injury - how they can say that dr. Konce gave correct diagnosis - can those doctors read it? On 21 Dec 2000 I complained to President Ira Lubell M.D., M.P.H. of Medical Board but in vain – "I already complained for it two times to MEDICAL BOARD OF CALIFORNIA against M. D. Allan Anthony Konce . . . Here are enclosed few documents from which you can see why I complained. At Bay Medical Center nobody ever performed basic Physical Examination of my left ankle and in Evaluation it is mentioned."

Also I complained to Attorney General of California, he answered: "November 13, 2000 However, we suggest that you seek legal advice from a private attorney to determine if any civil remedies are available to you. . . We regret that we could not provide more assistance to you in this matter." Answer on: "February 6, 2001 This is in response to your complaint to Attorney General Bill Lockyer against a doctor. . . . We regret that we cannot be of help to you in this matter."

Answer on "November 6, 2001 Thank you for your letter to Attorney General Bill Lockyer regarding the Medical Board of California. . . does not seek to impose own policy judgment or control the administration of the business of his client agencies. . . . Attorney General's Office" Attorney General one year issued for doctors in California 50 ACCUSATION, Accusation filed by the Attorney General's Office against a licensee for violation(s) of the Medical Practice Act. i.e. - the quality of care and treatment provided by a physician (e.g. negligence), violation of drug laws or misprescribing. . . . etc. I complained against Dr. Konce and got above mentioned replays?

From MBC 30 Mar 2001". . . If you are requesting documents from Medical Board's investigation file, these are confidential and are not released to either the doctor or you. Craig Steward"

On "Dec 23, 2003, As a licensing agency, the Board has authority to ensure that its licensees abide by the provisions of California Business and Professions Code. . . According to Dr. Ketchum the referral for an orthopaedic specialist was provided. We are also enclosing a copy in the event that the faxed copy did not reach you. . . . Dorothy Horne. MBC." D. Horne breached rules of confidentiality of MBC, she sent me referral of Dr. Smith Ketchum by mail and fax? On the referral under APPOINTMENT is written 05/26 at 9:15 for the following - nothing is filled in? From: "graham.rogers@vships.com 21 Nov 2000 09:38:00 In view of your concern it was arranged for you to visit a specialist in San Francisco before you signed off the vessel and following this you were diagnosed with an ankle sprain but declared fit for duty and consequently signed off routinely on completion of contract." Because of this words I wanted to discover who referred me to dr. Konce and for which diagnosis. VShips "declared fit for duty. . ." and hiding ship's medlog?

If I am injured after disamberkation why V.Ships sent me \$3000 for 5% permanent disability? ? ? ?

Doctor must send to patient medical records within statutory 15-day following receipt of the request First time I sent registered letter on 18 Nov 2000. – Fax 19/09/03 Chief of Enforcement program - David D. Thornton and Deputy Chief - A. Renee Threadgill Regarding: Dr. Smith Ketchum - Control Number: 03 2003149312 . . . I sent my written request as you advised me to Smith A. Ketchum for medical record-referral slip by registered mail on 14 May 2003. Same day I sent to you registered letter with enclosed letter-request to Dr. Smith Ketchum. Until todate 7 July 2003 I did not receive my medical record. Hereby, I will quote you from your letter sent to me: "If your health care provider does not comply with your request, provide MBC with copies of your written request and we will assist you in obtaining the requested information directly from your health care provider", . . and I am expecting from you and Medical Board of California to force Dr. Smith Ketchum to send me my medical record and if he again fail to provide patient referral slip to sanction him according California Law as MBC already punished many doctors for same thing". I received letter dated August 5, 2003 from MBC Central Complaint Unit: ". . . Regarding doctor Smith Ketchum Control number: 03 2003149312 This is to acknowledge your recent correspondence regarding above-named subject." I requested few times referral slip from Dr. Smith Ketchum but he breached

California laws never sent it, and MBC never punished him for it? Why MBC protected dr. Smith Ketchum? IT'S INCREDIBLY DISHEARTENING AND FRUSTRATING HOW PROTECTED DOCTORS ARE FOR BEING HELD RESPONSIBLE FOR THEIR ACTIONS - I complained two times against Dr. Konce finally realized that MBC covering him, delayed investigation so I decided to file lawsuit. "I was also looking for lawyer in San Francisco to file lawsuit against doctor Konce or Bay Medical center. I got one offer and sent my diagnosis and Evaluation for how they told me in-house review. . ." From email on - Thu, 25 Jan 2001 05:07:47 -0800 sent to my lawyer in Miami, "I sent my papers to lawyer from San Francisco and I've got email on Feb 20, 2001-Wed 14 42 36, ". . . We have reviewed your legal matter and we are sincerely sorry to advice that we are unable to be of assistance to you in this particular case and we do not express any legal opinion regarding its validity. . . If you are planning to sue a governmental entity in California, you must file a written claim with the public entity within six months of the accrual of the cause of action. There are, however, exceptions to this rule which may make the time period even shorter." For me it was too late. One lawyer answered me that in California there are limits how much you can get for death \$250 000 who would - accept my case? MEDICAL BOARD Statement from their leaflet I received from MBC "The state agency that licenses medical doctors, investigates complaints and disciplines those who violate the law. The mission of the Medical Board of California is to protect consumers through proper licensing of physicians and surgeons and certain allied health professions and through the vigorous, objective enforcement of the Medical Practice Act". How Does California's Disciplinary Rate Compare to Other States? This shows how doctors are corrupted in California. According to the Federation of State Medical Boards, California issued 290 serious disciplinary actions against MD's in 2001. Compared to the 95,038 MD's in the state, California had a serious disciplinary action rate of 3.05 serious actions per 1,000 MD's and ranked 25th on that list.

"The power of the physician should be resting in the truth; if it rests upon lies, it will be useless and belongs to the devil. . . The art of medicine should be based on truth; it is a divine art which should not be prostituted for base purposes." Doctor - Paracelsus 1493-1541

What does mean Hippocratic Oath for Dr. Allan Konce and Medical Board of California?

HIPPOCRATIC OATH - "The regimen I adopt shall be for the benefit of my patients according to my ability and judgment, and not for their hurt or for any wrong. . . While I continue to keep this oath unviolated, may it be granted to me to enjoy life and the practice of the art, respected by all men, in all times! But should I trespass and violate this oath, may the reverse be my lot!"

Hippocrates, Greek physician lived in the fifth century before Christ. For centuries, medical doctors have been required to take the Hippocratic Oath before practising medicine, and it is still part of many medical school graduation exercises. For Hippocrates, medicine was a lofty, honour-bound profession; for today's doctors, medicine is reduced to a "business". I leave message for doctors and MBC **"I therefore stand and work in the world as one who aims at making men less shallow and morally better by making them think." Great Doctor - Albert Schweitzer 1875-1965**

Independent expert dr. Mitchell S. Seavey from Fort Lauderdale claim on 7/14/2003: "Evidently for persistent pain and swelling about the left ankle, she pursued orthopaedic evaluation in San Francisco May 26, 2000. A brace was provided with some medication (though patient states she was seen by an assistant, not the doctor and never examined). . . I believe her function will optimize with further strengthening efforts directed at the peroneal muscles. Also, proprioceptive/balancing type exercises are considered quite beneficial for this injury to optimize function, . . . Ana Colak has sustained injuries as diagnosed above from the January 17, 2000 accident she is assigned a 1% (one percent) whole person impairment rating as determined from the Fifth Edition, Guides to the Evaluation of Permanent Impairment, of the American Medical Association". When I came for medical examination he made new x-rays of my ankle. I gave him all my x-rays, MRI, and CT films to see what other orthopedists and radiologist say for my ankle. He tried to copy my original MRI, X-ray, CT films and said that he will keep films and return to my lawyer, he gave me piece of paper where was written that films will be returned to name of Defendant's lawyer (Radisson's lawyer R. Peltz) and gave me to sign it? My husband told him that and Dr. Mitchell S. Seavey grabbed that paper and threw in the bin. Was it "Discovery" legal process to obtain documents from Plaintiff for

Defendant? How to believe this independent examiner dr. and what he wrote about my impairment rating? I did not sign it and took my films from hands of nurse and gave to my husband. Informed driver (lady who worked for Mr. Lipcon) she phoned to Mr. Lipcon about everything and Dr. M. Seavey told me that one MRI film was blocked in copy machine? and he can not take it out and gave me paper to sign that film will be returned. Next day it has been returned but MRI film from Dr. Kalajzic Diagnostic Center, Split important one for the court process was damaged? Is here something similar to Dr. Allan A. Konce? Next day I told Mr. Lipcon in his office that I will inform police because Dr. Seavey tried to steal films of my wife. . . .

Defendant also mentioned Plaintiff's court expert witness doctor Lloyd A. Moriber, M.D., F.A.C.S. finding: "I have also suggested that she wear an elastic compressible removable foot and ankle support. She is wearing an ankle brace at this time but this does not seem adequate. . . and I feel that the patient may benefit from injection therapy into anterior ankle capsule with Xylocaine and Depo steroid. . . There is some discomfort on plantar flexion and on internal stress of the ankle and plantar flexion stress of the ankle. There is some sinovial thickening about the anterior ankle capsule. She should avoid climbing stairs and walking on uneven surfaces because this will exacerbate her symptoms". This is all after 3 years of initial injury? Dr. Lloyd Moriber claim on 7/16/2003: "she will be probably left with with 5% residual to the left foot and ankle as result of the injury she sustained". Radisson also in document Defendants, Radisson Seven Seas Cruises Inc., Motion for Partial Summary Judgement dated July 6 2004 under Undisputed Facts state: "Specifically, on October 31 2000, Dr. Milorad Stipanovic M. D., Occupational Medicine Specialist and Permanent Court Expert located in Croatia found: On the ground of the above described, it is my standpoint that injury of 17.01.2000 has caused Ms Ana Colak a 5% (five percent) imparity".

In Croatia: Pension Insurance Administration - government appointed commission expert wrote medical finding: "Pursuant to the request dated 13th Jun 2001 the procedure for fulfilment of the right to compensation for the physical damage has been initiated. During the procedure following has been ascertained - that according to the findings and opinion of an authorized expert a physical damage of 8th grade (30%) incurred as a consequence of injury. . . pursuant to para VII B item 15 of the List of Physical Damages (hereinafter: LTO) . . . Taking into consideration that in this particular case the physical damage was not incurred under valid insurance, (I had no insurance in Croatia) . . . II. She is not entitled to any compensation for the physical damage" (in Croatia, and I did not work for Croatian company). - During employment seaman is insured by shipping Company insurer. To Croatian Pension Insurance Administration - I paid for the Expertise for physical damage for taxing Administration 305,00 kuna (\$60) on 14 Jun 2001 in Dubrovnik.

9. Complaint against the Company have been filed at District court in Miami "The Navigator has issued a Letter of Undertaking from its insurance carrier guaranteeing payment of any judgment obtained by the Colak in this district court in consideration for Colak's agreement not to arrest the vessel in Fort Lauderdale." Also email from my lawyers: "In your case, a letter of undertaking was provided by the Defendant. The letter of undertaking guarantees that if a final judgement is entered against the vessel, Assuranceforeningen GARD agrees to pay and satisfy the judgement up to but not exceeding \$500,000." With this the Company admitted jurisdiction over the case in US. And after this tried to deny jurisdiction in the US? and dismiss complaint but lost in all aspects. The Judge Joan A. Lenard warned Defendants Radisson: "The Defendants misstated the law in this District and were cautioned that blatant misrepresentations of law are inexcusable and will not be tolerated in future pleadings". The Defendants did not appeal, lost in all aspects!

"The second sort is of those, that engage courts in quarrels of jurisdiction, and are not truly amici curiae, but parasiti curiae, in puffing a court up beyond her bounds, for their own scraps and advantage." Francis Bacon 1561-1626 - Of Judicature - - - After deposition, medical examination and mediation I did not accept settlement offer and returned back home. The lawyer tried to persuade me to accept higher offer which was far below even contractual obligation. I rejected it and my lawyer Lipcon Charles voluntarily withdrew. I wrote: "As you do not represent me anymore you do not have right to keep my documents. How you refuse to send me my documents, my own property which I sent to you - two CD's, original translated in English witness

statement, and medical findings and in that way breaching US and Florida law, I consider that you gave it to somebody. Your behaviour make me to doubt in your good intentions, . . All this show not that you only withdrew, but that you abandoned me and you betrayed me. Ana " DEFENDANTS' RESPONSE TO PLAINTIFF'S COUNSEL MOTION TO WITHDRAW COME NOW, the Defendants, RADISSON SEVEN SEAS CRUISES, INC., and the SEVEN SEAS NAVIGATOR, by and through their undersigned attorneys, and file their response to the Plaintiffs counsel's Motion to Withdraw and would respectfully state as follows: 1. The Defendants have no objection to Plaintiff's counsel's Motion to Withdraw, so long as Defendants shall be permitted to continue with discovery by service upon the Plaintiff on the address set forth in the Certificate of Service to motion of Plaintiff's counsel. CERTIFICATE OF SERVICE - WE HEREBY CERTIFY that a true and correct copy of the foregoing was mailed (to names and addresses of my lawyers, and Ana Colak my adress Dubrovnik, Croatia,) on September 11, 2003 – Adress of McIntosh, Sawran, P. A. . . .Signed Robert D. Peltz" - I never recieved this document and I informed about it Judge. (document - #48 (Entry date 09/04/03) One lawyer answered me: "The reason why I wanted to know who was your lawyer is because if your former lawyer was not a seaman lawyer, then we would consider your claim. I'm sorry for you but Charles Lipcon (and myself) happen to be the most respected admiralty lawyers in the country. I'm sure there's a lien on your file which means who ever you hire will have to pay Lipcon first." This lawyer died. My lawyer withdrew from case I did not get even sick wages? I recommended Mr. Lipcon to injured seaman (spine operated interlaminectomy extirpation disci). I understand that is difficult to fight with Corporations, but law must be equal for all! They cannot breach laws, and get free, but it is reality.

I do not like to offend anybody but I have to write true facts that thousands of seamen be warned. (Here to mention you will find on internet this story Justice at sea (from 2006 year) which I wrote and sent shorter than here (7 pages and half, size of letters 12 Point, normal) but in it after few years is added Editors Note bold letters size 14 (Compliance with font standard Fla.R.App.P. 9.210 to type in Times New Roman, 14 Point for Court documents) and removed name of my lawyer Mr. Lipcon 6 times. Who ordered it I don't know? It was year when Mr. Lipcon and another two lawyers from his firm got AV award for Pre-Eminent Rating from Martindale-Hubbell. I understand that owner of website was scared could be sued so I am not angry on him, for what he removed name of lawyer, but why to add Editors Note where he is speaking in the name of lawyer, and use 14 Point bold letters. I will finish with I presume his own words which look like lawyer's words:

EDITOR'S NOTE: It should be noted that lawyers provide expert advice based on their knowledge and past experience. When advice is given to accept an offer, it is often because the lawyer knows that that is the best s/he can extract from the cruise line ... that to expect more is likely to result in receiving nothing. Sadly, most clients believe they are entitled to a larger settlement than a cruise line is willing to provide, and more than a jury or court is likely to grant. Thus it is important for one to trust the advice of their attorney. Often with the decades of experience, they know the limits of what one can expect to receive in a lawsuit.

Thank you to lawyer for teaching me lesson but reality is totally different. "Falsehood is invariably the child of fear in one form or another." Aleister Crowley. "It is not what a lawyer tells me I may do; but what humanity, reason, and justice tell me I ought to do." Edmund Burke, **Second Speech on Conciliation, 1775.** Jury and Court must from facts make decision according my contract of employment, US law and justice and not what they likely want to grant. I did not accept offer and his firm withdrew voluntarily from my case. Sometimes lost case is victory, which confirm truth about "Winners". Names of lawyers are always mentioned on different public Court documents, in newspapers always are names even pictures of lawyers. This story have title Justice at Sea - so money is not in question – justice is more worth than money. Facts are that I have been injured by defective shower door and that Radisson is owner of the unseaworthy ship. Radisson's agents: **ship's doctors refused to give me medical help** – did not send me to orthopedist specialist - what is their main duty? Company sent me to dr. Konce from San Francisco who prepares false

medical reports? "Citation to dr. Allan Konce - . . . The board is ordering you to cease and desist from preparing false medical reports. . .". Signed - Chief of Enforcement Medical Board of California. " **I never seen dr. Konce in my life and his diagnosis given under penalty of perjury is wrong because all other orthopedists claim that my injury is permanent disability.** Company sent me to orthopedist Konce after I informed ship's officers that ITF inspector coming on the ship in San Francisco. Company was hiding falling shower doors because of Port state control inspection and possible detention of the ship m/s Seven Seas Navigator. Company-Coroporation Radisson intentionally did not record my injury in official ship's Log book record neither ship's safety records – breached US law and own contract and also signed ITF Special Agreement. Company did not pay physical therapy, ankle braces, did not pay me even sick wages,- for injury which happened on its bareboat chartered ship m/s Seven Seas Navigator?

From all these facts just jury and just court must make just decision. (read on page 37 of this story article what court and jury granted in case Langmead vs. Admiral Cruises, Inc. Case No. 89-8830. Lawyer for plaintiff Langmead - Lipcon Charles. Compare this case with my case and probably you can make conclusion what is justice in words of my lawyer Lipcon Charles).

Man becomes great exactly in the degree in which he works for the welfare of his fellow men.

Mahatma Gandhi 1869-1948

To care for anyone else enough to make their problems one's own, is ever the beginning of one's real ethical development. Felix Adler

Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance. Robert Kennedy

From answer to one lawyer 2005 year. "One lawyer told me if I do not want to sign confidentiality agreement that the Company will not settle. It means I have to sign that I will loose rights for free speech, will not be allowed to speak in public about, lies, tricks, breach of all laws from the Company, etc. It is not just and I cannot accept it, to cover all lies and never to have rights to ask and to get my medical records from the ship's hospital and other documents about my injury? I did not work after injury almost one year, not that I didn't want, but I couldn't because of medical treatment and pain. Who will pay for it, the Company refused to pay sick wages and for physical therapy, loss of profession. If you can not handle my case I am not angry but I have to go to the end. Thank you again for what you teach me about Justice. . . Thank you very much for your honest reply, and information. All the Best." - The law and lawyers and judges teaching us to cover unlawfull things. If company is guilty it must pay according contract, law and that is all. This confidentiality clause is taking right of free speech, constraining people, and their freedom. In this world under confidentiality, top secrets, military and governmental, religious vows of secrecy are hiding the most illegal and monstrouos deeds. Protective orders issued from court bless all illegal things. I will speak against it. When injustice becomes law, resistance becomes duty. 'Che' Guevara It is the spirit and not the form of law that keeps justice alive. Earl Warren

Although the legal and ethical definitions of right are the antithesis of each other, most writers use them as synonyms. They confuse power with goodness, and mistake law for justice.

Charles T. Sprading, Freedom and its Fundamentals

One can only imagine how effective justice might be if admissible in a court of law. Robert Brault

If the jury have no right to judge of the justice of a law of the government, they plainly can do nothing to protect the people against the oppressions of the government; for there are no oppressions which the government may not authorize by law. Lysander Spooner, Trial by Jury

The most absurd apology for authority and law is that they serve to diminish crime. Aside from the fact that the State is itself the greatest criminal, breaking every written and natural law, stealing in the form of taxes, killing in the form of war and capital punishment, it has come to an absolute standstill in coping with crime. It has failed utterly to destroy or even minimize the horrible scourge of its own creation. Emma Goldman, Anarchism

Justice will overtake fabricators of lies and false witnesses. Heraclitus 544 - 483 BC

From email sent to my lawyers on Tue, 16 Oct 2001 07:21:20 -0700(PDT)". . . I will not forget all this because I feel pain which sometimes wake me up during night three to four times. My injury is permanent and I have to change profession and find new job, what is very difficult in my age and country in which I am living. If I was not incapacitated I could work and earn until now my wages."

What my lawyers recommended for settlement?

Injured seaman by the fault of company need not to extract anything from the cruise line, neither beg, but cruise line must pay according signed contract, ITF agreement, and laws. "Everyone is equal in front of the law" and if company breach law, do not pay, - then court must force cruise company to pay injured seaman and punish company for breach of own contract and law. Law must be equal for all - no privileges for rich corporations? - From my lawyer: "I received a letter from Gair O'Neill at Radisson Seven Seas who indicated you were paid \$3,000 based on a disability retaining of 5 percent for your injury. Is that correct?" 11/08/2001, . . . They are not willing to pay you anything more or to settle. . . . A copy of your lawsuit is in the next email." After this Radisson offered me to settle the case from letter on 16 Jul 2002 my lawyers wrote: "The defendant in your case has again offered to settle your case for \$12,500 and has indicated that they would go to \$15,000 to effectuate a settlement". . . and "we strongly advise that this is a fair settlement offer and advise you to accept". I have to pay almost half of this offered amount for my lawyers. Mr. Lipcon wrote Jan 2001: "Also the shipping company should provide you with food and shelter as well as lost earnings until you are done with your medical care." This I never been paid? I earn over \$40,000 per year with tips, plus have everything free on the ship, food, accommodation, uniforms, paid plane tickets, bonus, etc. I wanted to work more on the ship because of my unfulfilled dream and situation in war torn Croatia. I worked with my husband already 10 years on the cruising ships and I never had any health problem, even never been of sick, always finished full contracts and got bonus from Company each time. From 26 May 2000 to 16 Jul 2002 passed two years and I did not work, sick wages, physical therapy has not been paid, neither maintenance, ankle braces, unearned wages. And finishing letter: ". . . As such, we again recommend that you give us authority to accept \$15,000 as settlement of your case". Lipcon, Margulies & Alsina, p. a."

I answered: "If the Radisson consider that is not guilty why to go for settlement? Why to pay even \$1 let's go for the court, Judge will make right decision... I have not been paid according ITF Special Agreement - my signed Contract of employment - overtime worked hours, sick wages, - for loss of profession \$80,000 (Article 12. permanent disability compensation - Cruise Ship TCC, 1999 - "12.3 Loss of profession, in this Article, is defined as occurring when the physical condition of Personnel prevents any future return to sea service, under applicable national and international standards" see my contract of employment 55) so I have been forced to find lawyer. I do not give you authority to accept \$15,000 in my name as settlement for my case. . . Strange world full of Justice, Democracy, Human Rights, UN Conventions, ILO Conventions, ITF Agreements, states, laws, courts, judges, attorneys . . . etc. etc. at the end only law in this world is law of money, law of lies and law of violence. . . Tell the Radisson Company representatives - there is no any talk of settlement before I receive above named documents, or if the same were not recorded that they write it and to be signed from the Company representative with name of the Company. I have right to get these documents without the court process, according to US and international Laws. . . I will see what will win in my case money or justice?" One lawyer answered me: "Mr. Lipcon is part of that group and is one of the "foxes" that is considered a leader in the area". According contract Radisson must pay me sick wages, physical therapy, etc. but never paid anything and it is breach of the contract, US laws, ITF Special Agreement. Injury was not my fault. I had the best maritime lawyer, and all laws, ITF agreements, my signed contract, my injury was fault of the Radisson's chartered unseaworthy ship, falling shower doors and I did not get paid anything - so this is only proof of what? - there is no justice.- On the day of settlement in Miami 18 Jul 2003 my lawyer Mr. Margulies did not allow my husband to be present at settlement negotiations? He told him to wait outside. When I entered room there were present Gair O'Neill from Radisson company and their lawyer R. D. Peltz, my lawyer Mr. Margulies and mediator - Thomas E. Backmayer from Florida Mediation Group. After few minutes of reading from my deposition all left room and I was alone in

the room. Nobody offered me any amount for settlement? I was no in attendance at mediation. "7. . . . The mediator shall report non-attendance and may recommend imposition of sanctions by the Court for non-attendance. . . signed Judge J. A. Lenard" I was sitting outside and all lawyers with mediator entered in another room. I waited few minutes then knocked at the door and entered. Everybody was surprised. I asked Mr. Margulies can I be present at negotiation for my wife? He told me to wait outside. I left negotiation of lawyers.

After some time returned my lawyer and typed on calculator offer of \$40,000 and he said that I will get \$20,500 and the rest for him. I straight rejected that offer which lawyers made deal without myself. Then he told me that I can talk with my husband but I said it is my injury and my final decision. Then came in mediator and my husband and Mr. Peltz again showed me statement from dr. Allan Konce. My husband told him it is false and that graphologist can easily explain it. (see page 70-75). Mediation finished and we left room. We returned back home to Croatia. On 25 August 2003 my lawyers wrote: "The current offer is \$40,000. When you rejected \$20,000 we felt that it was reasonable..." I did not accept final offer of clear \$40,000 for my pocket from lawyers. Lawyers warned me that in near future they will withdrew from case and that I be ready to find new lawyer. I answered until I don't get official letter I consider them to be my lawyers. I received letter on 29 September 2003: "Please find enclosed the Court's Order allowing us to withdraw as your attorneys. Accordingly, we no longer represent you. You have until October 6, 2003 to notify the Court that you have either obtained new counsel or you wish to represent yourself (pro se). We wish you the best of luck." My lawyers withdrew from case. From initial injury passed almost four years. Without any knowledge about US law my husband succeeded to extend time to answer to the court. My husband found phone number of Judge's secretary on internet, phoned got information what to do. Secretary gave us her fax number advised to right letter, fax, after phone to confirm received fax, all done. Waiting, received extension and search for new maritime lawyer. Desperate search for new lawyer, contacted more than 50 lawyers, and last day 5 hours before the case closed got email replay from Admiralty attorney Mr. Kevin John Griffin he accepted my case, could I trust him?

10. From "REPORT AND RECOMMENDATION ON DEFENDANT'S MOTION FOR SANCTIONS AND MOTION TO STRIKE PLEADINGS ". . . This case is set for trial on September 20, 2004, and Plaintiff's failure to provide necessary discovery may well have prejudice Radisson's ability to mount a defense. Therefore, the undersigned Magistrate Judge recommends that Radisson's motion for sanctions and strike to strike pleadings be granted by default. In the alternative, as Plaintiff has not provided expert witness disclosures, the undersigned recommends that Plaintiff not be allowed to call any expert witnesses at trial. Plaintiff has not served her expert witness disclosures, which were due on May 1, 2004. On June 2, 2004, the District Court denied Plaintiff's motions to extend the time to serve expert witness disclosures, until June 30, 2004 (DE #75). Therefore, it is hereby RECOMMENDED that Defendant Radisson's Motion For Sanctions and Motion To Strike Pleading (DE#72, filed 6/2/04), be GRANTED by default, and that Plaintiff's Complaint *be struck* - In the alternative, it is RECOMMENDED that Plaintiff be prohibited from calling any expert witnesses at trial. (my remark - Radisson's prejudice and fear of facts "teach the plaintiff lesson" - "Laws grind the poor, and rich men rule the law." Oliver Goldsmith) Pursuant to S.D, Fla. Magistrate Judge Rule 4(b), the parties shall have ten days from the date of this Order to file written objections to this Report and Recommendation with the Honorable Joan A. Lenard, United States District Judge. Failure to file objections timely shall bar the parties *from attacking on* appeal any factual findings contained herein. RTC v. Hallmark Builders, Inc., 996 F.2d 1149, (11th Cir 1993) From MOTION AND MEMORANDUM TO RECONSIDER ORDER STRIKING PLAINTIFF'S PLEADINGS DISMISSING CASE, August 13, 2004 "8. Pleadings of a seaman ward of the Court should never be stricken for the conduct of her attorney. Her maritime claim should be seen on its merit. The Court has the power to deal with the undersigned attorney's failure to comply with its rules and orders without issuing ultimate sanctions upon its ward, Ana Colak. Monetary sanctions, suspension from practice, conditions of practice before the Court, are all within the Court's discretion and authority as sanctions against the undersigned attorney for his failings in this instance. . . WHEREFORE, the undersigned requests the Court set aside that portion of its July 28,

Order striking the Plaintiff's pleadings dismissing this seaman's case and reset the case on its trial docket" signed John Kevin Griffin. The Judge waited so long time to make decision to deny motion for reconsideration to reopen my case from August 2004 to March 2005 it was 7 months? Radisson demanded: "The Defendant demands trial by jury of all issues triable right by jury" on 03/05/2003 and Radisson also oppose it? on August 27, 2004: "Defendant's Opposition to Plaintiff's Motion for Reconsideration of the Order Striking Plaintiff's Pleadings". Why Radisson changed own attitude, because was afraid of undisputed true facts, and what will jury say at trial when they see that Radisson got Protective Order not to produce documents which are evidence against Radisson, even it is not nice for Judge because jury can conclude that Judge is on the side of Defendant Radisson? Or default Judgment arrest and sale of the ship. This process was about my injury and what Radisson did wrong and not my lawyer? For Judge - Warren v. United States, 340 U.S. 523 (1951)

In Neal v. Toyota Motor Corp., 823 F. Supp. at 942-45, the plaintiffs counsel made "send the message argument" urging the jury "teach the Defendant a lesson" by stating: "I submit to you that the evidence in this case has shown that Toyota is not interested in the truth, they made no effort to seek it or find it out, and we're going to ask you at the close of this case to render a verdict that tells them the truth. Based on this "send a message argument," the court granted the defendant's request for a new trial. Id.; See also Erin insurance Co. v. Busby, 394 So. 2d 228, 229 (Fla. 5th DCA 1981) (where court held plaintiff's attorney request of jurors to "send a message to those people (foreign defendant) and let them know that they have to pay a penalty. This is the case which defendant Radisson's lawyers McIntosh, Sawran, Peltz, Cartaya-Petrucelli, P.A. signed by C. L. Finklehoffe from Florida Bar among other things state in Motion for partial Summary judgment on Jul 19 2004. "Judges must beware of hard constructions, and strained inferences; for there is no worse torture, than the torture of laws. . . . "It is a strange thing to see, that the boldness of advocates should prevail with judges; whereas they should imitate God, in whose seat they sit; who represseth the presumptuous, and giveth grace to the modest." Francis Bacon 1561-1626

"Nobody has a more sacred obligation to obey the law than those who make the law." Sophocles
This is one more strong reason for judge Joan. A. Lenard to take this, "it is RECOMMENDED that Plaintiff be prohibited from calling any expert witnesses at trial. Signed judge Andrea M. Simonton" On whose side is this judge? Who wants to hide evidence and documents about injury? I never received any documents about my injury from Radisson's "bareboat charter of the vessel" Seven Seas Navigator, and in that way taken from me evidence- documents for my just defense - and judge J. A. Lenard issued Protective Order not to produce ship's documents about my injury) and again Judge, "the undersigned recommends that Plaintiff not be allowed to call any expert witnesses at trial." This Judge's prejudice, and Radisson's lesson to teach foreign Plaintiff "justice", because of this the court should grant the plaintiff, what his lawyer John Kevin Griffin requested, "WHEREFORE, the undersigned requests the Court set aside that portion of its July 28, Order striking the Plaintiff's pleadings dismissing this seaman's case and reset the case on its trial docket".

Is Radisson entitled to entry of summary judgement?

In document DEFENDANT, RADISSON SEVEN SEAS CRUISES INC,'S - MOTION FOR PARTIAL SUMMARY JUDGMENT, from Jul 06 2004 Radisson claim that "Assuming arguendo, that the Defendant Radisson, is found to be responsible to provide the Plaintiff with maintenance and cure, then RADISSON is still entitled to entry of summary judgment as all maintenance and cure has been paid by her employer, V Ship Leisure, (Monaco) Inc through point that the plaintiff reached MMI". - "In their motion, Defendants not only deny that they are Plaintiff's employer, they claim they have identified Plaintiff's true employer as V.Ships Leisure, Inc., a Monaco Corporation, which issued Letter of Appointment" - which I signed on December 17, 1999 in Fort Lauderdale. It is written issued by V.Ships Leisure Inc. L'Aigue Marine, 24 Avenue de Fontvielle, Post Box No. 639, MC 98013, Monaco Cedex as Manning Agents (the "Agents") for the vessel herein bellow stated. It is not written V. Ships Leisure Inc Liberia? On the Certificate of Employment with printed logo of the Radisson which I received from the ship at the end of my contract is written: "Certificate of Employment. This is to certify that Mrs. Ana Colak was employed with Radisson Seven Seas

Cruises . . . onboard MS Seven Seas Navigator. . . “ is not mentioned VShips Monaco as employer. Vships Monaco did not pay my physical therapy - five days a week from 23 Nov. 2000 to 30 Mar. 2001, it is 4 months, neither ankle braces (\$400), sick wages. On 3 April 2001 I visited Specialist for Occupational medicine Dr. Branko Dukic. Here is not true that VShip Inc Monaco paid money. In original letter Receipt and release in English and Croatian received from VShips Inc Liberia? it is written: ”confirm receipt of the sum of USA 3,000.00, from Messers V. Ships Leisure Inc Liberia, as manning agents for and on behalf of International Shipping Services Ltd, Owners of m/s Seven Seas Navigator which sum represents respective contractual compensation for assessed 5 percent of permanent consequences for the accident on work I suffered from employed as the stewardess on board mv “SEVEN SEAS NAVIGATOR” on 17 January 2000, and with receipt of this sum I confirm that I do not have further claims whatsoever on this ground“. (I did not accept this money, did not sign letter and asked many times to be paid sick wages, etc. for which I am entitled by signed contract, see page 55-56) and I did not sign ”confirm that I do not have further claims whatsoever on this ground“. I never signed this Receipt and Release form and never accepted/encashed cheque for \$3000 it would prevent my further from orthopedist prescribed treatment of injured painful ankle and would loose all rights from contract. The ”pay to be paid“ rule. This is stipulation of P and I clubs that they will only pay insured claims provided the shipowner has paid the claim first. In its own words. ”Ultimate control of P&I Clubs (ship's insurers) is in the hands of the shipowner assureds through elected shipowner boards/committees which decide policies on eg. Scope of cover, claims payments, premium calling etc“. ”Quit Claims“ - used to avoid paying a full award of compensation by forcing seafarers and their next of kin to accept contractual levels of compensation in full and final settlement of all claims. This avoids the much potential liabilities under a negligence action. Claimants are pressurised to accept immediate minimum compensation on condition that they do not take their cases further“. (from ITF Sources) Company Conditions of Service - Medical Attention: ”in the case of injury (other than self-inflicted injuries caused by wilful act of personnel concerned) medical attention and expenses will be paid by Owner“. In the signed contract - which is printed on the back side of Letter of Appointment issued from VShips Monaco (not Liberia) and which I signed in Fort Lauderdale as contract (see 55) for work on m/v Seven Seas Navigator is written for injury will pay Owner.

Second thing: - VShips Monaco did not appoint own doctor when I arrived home it was done more than four months after on October 18 2000 but I forced VShips to do that. I sent by registered mail and also faxed - time 11:17 on 19 Jul 2000 to VShips 6 pages of medical findings (which my lawyer - only adviser from Zagreb prepared and translated and I payed for all his services 1.250,00 + VAT (PDV) 22% 275,00 Total 1.525,00 kuna Croatian currency (\$300) on 20-09-00)

“V-Ships Leisure Inc. Attn: Mr. Raphael Sauleau M O N A C O . . . 18 /07/2000 - Dear Mr. Sauleau, - I refer to our correspondence already exchanged in connection with the injury I sustained already in January 2000, while working as the bedroom stewardess on the m/v Seven Seas Navigator. . . After repatriation, I have immediately visited the doctor in Dubrovnik (my home town) who recommended me to go to Split, to see Dr. Aljinović, leading specialist for orthopedy. On my first appointment, dr. Aljinović required various checking (X-rays, MR, CT), to be performed in order to established real scope of my injury. The CT checking is available only in Zagreb, and therefore on the 26. 06. 2000 I have been examined on CT by the specialist in Zagreb. . . . After performing all required checkings, on the 07. 07. 2000 I was examined by dr. Aljinović in Split. Upon examination, dr. Aljinović found that I sustained contusion and distortion of ligaments and bone (fibula) in fracture of my left ankle. Due to such injury, dr. Aljinović ordered me to abstain of any exertion, and found me unfit for work. For your ready reference, please find enclosed medical findings from Zagreb and Split, in Croatian and translated in English by a sworn court interpreter. Due to the injury sustained, and in accordance with the doctor's finding, I am not able to work. Therefore, I am entitled to receive a sick-pay and to be reimbursed for all medical costs and expenses, a list of which please find hereby attached. You are kindly asked to arrange that the sick-pay, together with medical expenses, be remitted in favour of my bank Dubrovačka banka d.d., Put Republike 9, Dubrovnik, Ana Čolak account with: xxxxxxxx. . . “ VShips did not pay for anything.

Long story of delays, excuses, tricks etc. So from 07 Jul 2000 until 14 Aug 2000 passed 36 days and I sent email to VShips - From email: ". . . TODAY IS 14 August 2000, 11 A.M. LAST TIME WAITING PROMPT ANSWER/SOLUTION WITHOUT DELAY NOW ??? . . ." After this followed worldwide actions, I contacted US Coast Guard in few ports, Harbour Masters, Bahamas Maritime Authority, tech@bahamasmaritime.com and sent pictures of faulty shower doors of the ship m/v Seven Seas Navigator and asked to check for documents about my injury and other stewardesses and passengers, to ITF inspectors in various ports of call of the ship, to ITF World headquarter London and FIT/CISL ITF MARITTIMI ROMA on 28 August 2000 and requested revocation of BLUE CERTIFICATE and Blacklisting of the m/v SEVEN SEAS NAVIGATOR and Company because of breach of signed Collective Bargain and contract of employment refused to pay sick wages etc. Same I requested from ITF London - Actions Unit Mr. Bill Goodger, who on 5 Oct 00 answered me: "If your claim is for sick wages, the Action Unit will be able to deal with that for you. However, we will need that you have complied with Company procedures. It will not be necessary to obtain on board documentation to pursue this matter. . . ." This last sentence is strange and contradictory with above mentioned. I have to produce the necessary proof of incapacity and I have to comply with Company procedure. First, company also have to comply with ITF signed Special Agreement, and issued Blue Certificate and all international maritime and other laws. Company breached all this, if I have to produce proof - company also have to produce proof of my injury and internationally obligatory recorded documents, which company intentionally hiding and in that way trying to escape obligations from Special Agreement. Enclosed here are documents which are proof for above mentioned. Company refused to pay my sick wages." Sent to FIT-Settore Marittimi, Roma, by fax 9 pages and email: "Subject: Repeating I again request BLACKLISTING of company and ship M/V Seven Seas Navigator and revoke Blue Certificate because hiding documents-proof of my injury and in that way denying and escaping obligations from Special Agreement and contract of employment." I complained to president of ITF Mr. Umraomal Purohit fax 3 pages on 30 Oct 2000 no answer. "Unscrupulous manning agents circulate the names of seafarers who complain to the ITF or PSC Inspectors. . . It is common practice for a ship's captain to write "ITF Troublemaker" in a seafarer's discharge book. With such a mark on their record a seafarer may never be employed again." Source ITF website. - "Even injured seamen who file claims for damages are watchlisted or blacklisted," Chat Dimaan - I know that I and my wife are blacklisted. One crew member from m/s Seven Seas Navigator told us: "You will never get job on the ship again, I've heard it on the ship". We were aware it was our end of seafaring career. Ship's insurer P and I lawyer from Croatia M. Macesic write on 18 Sep. 2000: "It is practice that all cases of body injuries supervise doctor appointed from Company who check and recommend treatment giving opinion of permanent consequences if any. . . ." One Company blacklisted by the ITF: - "Polembros Shipping Ltd, London, UK - Adam and Spyros - Persistent Breach of Contractual Obligations - This shipowning company, based in Pireaus and London, has repeatedly breached the ITF approved PNO TCC Collective agreement by not paying wages in accordance with the agreement. . . Also there are cases where the company denies their employees medical attention and their legal entitlement to sick pay." (From Source ITF) Why is ship m/s Seven Seas Navigator exempt from ITF inspection for - Persistent Breach of Contractual Obligations, the company denies their employees medical attention and their legal entitlement to sick pay. - 5 October 2000 call for help to ITF London and got answer: From letter - on injury - sent to G. Rogers VShips, ITF I answered: "If your claim is for sick wages, the Action Unit will be able to deal with that for you". ITF did not help me to get my sick pay? "I will tell you why my diagnosis have been changed two times, and why I could not get my diagnosis same day, this never happened on other clinics which I visited abroad and in Croatia. On my first work progress form was "restriction for 8 hours work" exactly as you see? and return appointment date, for two weeks, real diagnosis is not given because if so than Company could have real problems in USA and in that case Company should pay in advance-ITF/TCC - Sick Pay\$17 At the time s/he leaves the Ship the Seafarer shall be paid an advance of her/his sick pay for estimated number of days certified by a doctor for which s/he is expected to be sick or injured." What did your ITF inspector Mr. Barry

Binsky in San Francisco for me on 26 May 2000? He listened what my husband was talking, and said that I must go to see orthopedist. Then Agent's driver first stoped in front of one building and told us to wait, he returned and after some time we arrived at Bay Medical Center. One lawyer told me that ITF inspector suppose to come on board with lawyer and sort out all before I left the ship? I contacted ITF inspectors worldwide and ITF World headquarter London to obtain documents from ship but nobody helped me? From 2 October 2000 fax-letter sent to ITF-London Headquarter: "I faxed to you on 28 August 2000 one page where I asked ITF-FIT/CISL ROMA to revoke Blue Certificate and . . . I did not receive any answer or advice from you. I sent you again on 22 September 2000 message asking help to obtain my documents from m/v Seven Seas Navigator. . . . I am sending again to blind, dumb and deaf people my request and appeal for help with ITF blessings OWN words: "For Immediate release - SUCCESS FROM START FOR ITF ACTION WEEK – NO PLACE TO HIDE AS ITF CONTINUES. . . " maybe echo of your own words will reach your minds and hearts? Maybe blind will see, deaf will hear and dumb will start to speak. Ana"

On 5 October 2000 ITF answered giving promises for help? At that time ITF had actions against FOC ships worldwide. The ITF's Asia-Pacific week of action has entered its last day with everyone involved driving hard to ensure safe and decent conditions for seafarers. From Tokyo ITF office: "The total of owed wages recovered so far this week is US \$873,038. There are still some ongoing claims and we expect to get close to a million dollars. Not bad for a week's work". I also had ongoing claim for sick wages etc.? M/s Seven Seas Navigator was at that time in port Sydney from 10 September 2000 to 5 October it is 25 days. I emailed to ITF inspector in Sydney to: charles_trevor@itf.org.uk - Sep 18 2000 - Subject: Help to obtain documents Appeal for help - Dear Sir - I would like to inform you that M/V Seven Seas Navigator-Bahamian Registry is now in Sydney, Australia. Main reason why I am writing this letter is problem with my ankle. I requested my medical file and other documents from ship and company but they ignore me. How you have right to inspect ship even if seafarer is not on board and check and copy all documents ITF Agreement which company signed with FIT/CISL, ITF MARITTIMI ROMA on 1 January 00 and is effective on same date, BLUE CERTIFICATE. . . . - I am appealing to you to obtain following documents: Here I enclose attachment of other documents. Expecting your help and advice - Sincerely" No answer? Second email: ana.colak@hotmail.com To: charles_trevor@itf.org.uk - Subject: ITF FOC RALLY WASHINGTON-USA - Sep 29 2000 - Dear ITF Coordinator Sydney - Australia - I already sent on 18 September 00 email message asking help and advice from you. How I did not get answer I am trying once again my luck. In attachment will be first email message and some other documents from which is possible to see what kind of help I need. Expecting answer and help." No answer no help what was ITF-London - hiding or whom protecting amidst worldwide actions against FOC companies? Did ITF-London discover that the ship did not record my documents? And did not act according own policy? - "ITF Blacklist of Shipowners/Ship managers/Agents etc. The November 1999 Steering Group meeting agreed the following revised procedures concerning the blacklisting of shipowners etc. . . . "ITF takes fight for rights into cruise ship arena on Wednesday 20th September 2000 the ITF will show its determination to improve conditions in the burgeoning cruise industry with the official opening of a campaign office in Port Canaveral, USA." (Source ITF). I contacted this ITF: "To: luizdelima@alternex.com.br - Mon, 6 Nov 2000 03:37:24 -0800 (PST) - I am contacting you again to tell you that I did not receive all my documents from Captain Remo di Fiore. This is strange because in FOC ITF European and Asia - Pacific Weeks nobody inspected M/V Seven Seas Navigator. . . . " Answer from: Itfcruiseship@aol.com - Wed, 8 Nov 2000 08:32:10 EST - Dear Sister . . . I have been given a copy of your email that was sent to Mr. Luiz de Lima. I am very surprised that your questions have not been answered as of yet. I am passing your message to Mr. Bruno Nazzari who is from the Italian Union, and is currently in our office in Port Canaveral Florida. I shall instruct him to give it his immediate and full attention and revert back to you ASAP. Should you not have a reply from him please contact me directly via email or telephone, 321 799 2994. - Fraternally, James Given ITF Cruise Ship Office Florida." - I answered sent email again: "To: Itfcruiseship@aol.com - Subject: No Answer - Nov 13 2000 - James Given ITF Cruise Ship Office Florida - Dear Sir - I received

your email message and how Mr. Bruno Nazzari did not contact me I am informing you about it. Nobody replied me from ITF London Office, nor Captain Remo di Fiore. In attachment enclosed ITF correspondence and my diagnosis from VShips/Protection and Indemnity Club appointed orthoped specialist from Rijeka Croatia. I do not know you but what you can do in my case when ITF London refuse to help me. . . . But I do not understand why ITF refuse to help me.“- I've got “From: Barcelona_Fabrizio@itf.org.uk -To: ana_colak@hotmail.com-CC: FIT-Settore_Marittimi@cisl.it,itfcruiseship@aol.com, Romanyuk_Oleg/itf_london_legal@edmund.itf.org.uk -Date: Tue, 14 Nov 2000 09:29:54 +0000 Dear Mrs.Colak, - I have come across of few of your messages, landed somewhere on my desk, please note. First of all as you are well aware there are already 2 offices of ITF working on your case, in fact Mr. Romanyuk in London and Mrs. Carla in Rome are following your case together. Of course if you are not satisfy you feel free to act against the Company yourself even if I doubt very much indeed that such an action will solve your problem quicker than what we are doing now. Best regards Fabrizio Barcellona Actions Unit“. “From Fabrizio Barcellona Thu,7 Dec 2000 13:22:15 +0000 - In all messages I have come across you always described the people involved in this case (Italian Union, ITF Inspectors, V-Ships) as a close group committed to secrecy and crime against yourself. In all messages you always request for help and when you are explained that someone is already caring about your case,. . . .“

“Date: Fri, 8 Dec 2000 08:56:33 - Subject: Truth - To: Barcelona_Fabrizio@itf.org.uk

From Seafarer-stewardess Ana Colak - Dear Mr. Fabrizio - “No one is acting against you, it seems to me that you like to think that anyone is against you while I believe it is necessary to wait only for the documents from the Doctor to then act accordingly.“ So you did not receive yet documents from doctor from 18 October 00? - Today I received from VShips cheque for \$3000 - three thousand US dollars as compensation for 5% impairment found by ships P&I Club appointed Dr. Stipanovic and at same time Copy of his Physican Evaluation with Release form to sign and send back.Take or Leave, and I am not officialy yet informed from ITF Claim Unit about anything-Did anybody from ITF confront the Captain of m/v Seven Seas Navigator about the absence of a log book, medlog, Safety Officer's entry regarding my injury? - I did not get answer until todate after six months? What is with my sick wages? What is with my not payed overtime worked hours for whole contract? No answers! I faxed to him (Dr. Stipanovic) cheque and letter to sign it. All this is done and I did not receive documents proof about my injury and facts are ignored. This speaks for itself. Company finally breached ITF Special Agreement - Medical Attention I have never been medically treated not even todate? I am on physical therapy for two months after I have to report to doctor again. This has been recommended before I have been examined in Rijeka on 18 Oct 00. . . . ,

- To: Itfcruiseship@aol.com Mon 12/11 400k To: James Given - Mon, 11 Dec 2000 03:19:37 -0800 (PST) Subject: To: James Given - To: Itfcruiseship@aol.com - CC: luizdelima@alternex.com.br Dear Mr. James - I did not hear from Fit/Cisl last two months neither I received until todate my internationally obligatory recorded documents about my injury. I even did not get answer from ITF what happened with that documents or if anybody confronted captain of m/v Seven Seas Navigator about Log Book, Safety Officer's and hospital entry about my injury. I have been informed that two offices working on my case but later got contradictory facts. This time I am not asking for any help, I just want that special Office for FOC campaign for Cruising ships in USA have one unusual story in own file. Everything will be sorted out in right way and I will inform when the end comes.

Thank you for your advice and I wish you success in protecting Seafarers on all the seas, and Flags around the world. - All The Best - Ana Colak Attachment VSDec.doc - CITIBANK.bmp“

“The fight for justice against corruption is never easy. It never has been and never will be. It exacts a toll on our self, our families, our friends, and especially our children. In the end, I believe, as in my case, the price we pay is well worth holding on to our dignity.“ Frank Serpico

I sent final email to: “itf_london_legal@edmund.itf.org.uk Date: Mon, 18 Dec 2000 01:07:21 -0800 Subject: Questions From: Seafarer-stewardess, Ana Colak Dubrovnik-Croatia - What is done in my case until now and why I did not get any information until todate? I as seafarer have outstanding claim which is not solved until todate. If I do not receive answers I consider that ITF is not working on my case and does not want to protect or represent me according signed ITF Special Agreement. Expecting your answer and advice soon. - Sincerely - Ana Colak“ Attachment Injury16.doc“ - No

answer - and I contacted the Center for Seamen's Rights - they recommended me lawyer in Miami, FL. And I sued Radisson. ITF was very busy and successful in (Flag of Convenience) FOC actions on all SEVEN SEAS all over the world but did not see that m/s SEVEN SEAS NAVIGATOR flying Bahamian flag (FOC). Why ITF fighting against FOC and what it means in words of:

BAHAMAS MARITIME AUTHORITY - Progress, Honour, Service

The Bahamas Maritime Authority - "Wed, 16 Aug 2000 02:13:51 - Subject: Unsafe shower doors - To tech@bahamasmaritime.com - "... I feel that you can do something and prevent future injuries. ... During my contract another three stewardesses have been injured, in passenger suite 822 shower door fell and injured me. One door fell in suite 820 luckily passenger was not hurt it was on last cruise from 10-25 March before ship suppose to go in dry dock in Panama. Passenger complained to reception and was very unhappy because waiting two hours for maintenance to repair the door. Same happened in suite 800. Two weeks before I left ship another door fell passenger suite 821. During my contract fell about 15 shower doors. ... Here are enclosed few pictures. I know that anniversary inspection from Bahamian inspector of this ship suppose to be now or next month so I hope that You can prevent future injuries by making ship safer for crew and passengers. MSA.Secs.170,174." (In suite 835 door injured stewardess Indira A. hand, long time fingers pain)
Email from 21 Aug 2000 15:31:44 +0100 Captain Colin Sandeman - Assistant Director Bahamas Maritime Authority, London - "... We acknowledge receipt of your two facsimiles, email and photographs concerning the injury to your leg and foot and your allegation of the unsafe construction of the shower doors on board the vessel "Seven Seas Navigator." We are in the process of making enquiries about the shower doors. With respect to your claim against the company for your medical expenses and injury I shall pass a copy of your letter to them. Any claim made by you in a matter between you and the shipping company, through the offices of your respective advisors, if either of you so wish. It is not a matter for Flag State to become involved with. Our concern rests with the safety of the ship and those who travel and work on board. In that respect we shall be following up on this matter. Thank you for bringing this to our attention. Wishing you a speedy and complete recovery. Yours sincerely" - - I answered on: "Fri, 25 Aug 2000 04:22:01 Subject: Responsibility of FOC State To: csandeman@bahamasmaritime.com ... Answer and question on your email, I do not understand your words "It is not a matter for Flag State to become involved with. Our concern rests with the safety of the ship and those who travel and work on board". I quote: "The 1958 Geneva Convention of the High Seas states in Article 5 that "There must be a genuine link between the State and the ship, in particular, the State must effectively exercise its jurisdiction and control in administrative, technical and social matters over ships flying its flag. ... "

I received on 20 December 2000 letter from Deputy Director D. M. Drummond of Bahamas Maritime Authority, (BMA) London ... I refer to your letter of 2 October 2000 and your message sent by electronic mail on 18 December 2000. I have reviewed this matter and am now in a position to reply to you. It is accepted that you sustained an injury to your ankle. This was not however considered to be a reportable incident within the meaning of section 191 of the Merchant Shipping Act. There was accordingly no obligation on the part of the owners of the ship to advise this Authority of the incident. (Here I complained for "Subject: Unsafe shower doors to tech@bahamasmaritime.com and it must be reported by Merchant Shipping Act. BMSA - Owner of Company breached BMSA 1996, section 191. (Casualty Report Form sec C) must report unseaworthiness of the ship because of possible injuries of crew and passengers for which BMA Captain Colin Sandeman - Assistant Director write: "Our concern rests with the safety of the ship and those who travel and work on board. In that respect we shall be following up on this matter." (Here to mention I've been witness for old passenger who cut his hand when tried to close balcony sliding door in his suit (his wife was sick in the bed and I was cleaning suit and saw what's happened). I signed statement for him. In ship's hospital he got 7 stiches for hand. Safety officer Sergio asked me why I did it? So did ship's doctor record it in medlog? On the statement was written: "Confidential only for Company lawyers") - You have also complained about the medical treatment provided to you by your employers. I understand that the ITF representative was aware of the treatment provided for you while on board the vessel and was satisfied that you were receiving

the treatment to which you were entitled under the crew agreement. I further understand that the company has paid for further medical examinations in Croatia though under no legal obligation to do so. In these circumstances it appears that the company have discharged their obligations to you in respect of medical treatment under the crew agreement and Merchant Shipping Act. In these circumstances there do not appear to be any grounds for intervention or further action by this Authority. I accept that the injury may have resulted in some discomfort and distress and sympathise with you in this. I regret however that I have to advise that there do not appear to be any grounds for action to be taken by this Authority. You may disagree with this view. If so may I suggest that you seek legal advice on the matter. Deputy Director D. M. Drummond“

Fax 3 pages on 30 October 2000 to ITF Bill Goodger - Actions Unit - “I also contacted Bahamian Maritime Authority for help, answer was:” It is not matter for Flag State to become involved with”. I mentioned in next letter the 1958 Geneva Convention of High Seas article 5 and UNCLOS article 94 and 217 No “genuine link” between state and the ship? Also no “genuine link” between ITF and Company which signed Special Agreement with ITF – no matter to become involved with?“

I emailed to: binsky.barry@itf.org.uk Fri 11 Aug 2000 13:36:51 –0700 In my case Company breached ITF/TCC Agreement, ILO, UNCLOS, Bahamian Articles, All Laws of the sea and the worse laws of humaneness. ITF is strange organization which protect seafarers and is payed by same companies which breach agreements and exploit crew? Whom ITF protects, or maybe wrong people took positions? I will see soon this in my case and then will know truth. Why company hiding these documents? Quote myself from fax sent to ITF inspector Myles Parson – Vancouver, Canada on 31 July 00 ”Company thinks nothing is recorded so nobody can charge them, hiding documents, without proof we can escape our obligations, exploit crew, breach ILO, ITF Agreements make profit and keep our BLUE CERTIFICATE issued from ITF – is this true? And for the end quote myself fax sent to FIT/CISL Marittimi Roma and ITF World Headquarter London on 28 August 00. I as seafarer have outstanding claim which is not solved until todate and according ITF Agreement and FPC 1995/1998 I request that ITF revoke BLUE CERTIFICATE and BLACKLIST M/V Seven Seas Navigator and Company and in that way show own commitment of protecting exploited seafarers and own policies.“ If ITF blacklisted m/v Seven Seas Navigator, Company could terminate signed Special Agreement for all four ships and ITF lose fees and contribution payable to ITF under Special Agreement.

SPECIAL AGREEMENT

This Special Agreement is made on _____ 1 _____ January _____ 2000 and effective is from _____ 1 _____ January _____ 2000_____

BETWEEN:

(i) The INTERNATIONAL TRANSPORT WORKERS' FEDERATION (“the ITF”) whose headquarters are at 49-60 Borough Road, London SE1 1DS, United Kingdom (telephone 0171-403 2733); and address is

(i) V. SHIPS MONACO_____ (“The Company”) whose address is

in respect of the ships_Bah. ALBATROS - Lib. EXPLORER - Bah. MINERVA - Bah. SEVEN SEAS NAVIGATOR described in Schedule 1 hereto (“the Ship”);

WHEREAS:

1 the ITF is an independent trade union organisation comprising fully autonomous trade union organisations in transport and allied services throughout the world and individual members of the Special Seafarer' Department of ITF;

2 the Company is the owner/agent/operator of the owner of the Ship described in Schedule 1 hereto;

3 an ITF Approved Agreement is an agreement that has been approved by the appropriate body of the ITF as complying with minimum standards of employment in accordance with ITF policy including the ITF Cruise Collective Bargaining Agreement or

4 the ITF and the Company wish to regulate the conditions of employment of ali seafarers (hereinafter individually reffered to as a “Seafarer”) serving from time to time on board the Ship;

NOW IT IS AGREED:

Article 1 : The Company undertakes as follows:

a to employ each Seafarer in accordance with the current terms of the ITF Cruise Collective Bargaining Agreement or the following ITF Approved Agreements:

___ FIT/CISL CRUISE TCC AGREEMENT _____

b to incorporate the terms and conditions of the relevant ITF Approved Agreement into the individual contract of employment of each Seafarer (and if necessary to register the contracts with the relevant national body). Any Seafarer, enjoying or offered terms and Conditions which taken as a whole are recognised by the ITF as more favourable to the Seafarer shall continue to enjoy or to be entitled to such terms and conditions notwithstanding paragraph as above;

c to conclude appropriate insurance to cover itself fully against all liabilities in the relevant ITF Approved Agreement;

d to furnish to the ITF forthwith copies of the Special Agreement, ITF approved Agreements, and undertakes to provide copies of Seafarer individual employment contracts and up-to-date Crew List to the ITF on request;

e to pay the ITF Welfare Fund contributions as stated in Schedule 2 hereto;

f to keep on board the Ship accurate records of all hours worked by Seafarers; all payments made to Seafarers, monthly payrolls and/or individual payslips of Seafarers, copies of the Special Agreement, ITF Approved Agreements and ITF Blue Certificate to be issued under Article 2 hereof and to allow each Seafarers access to these documents;

g to permit or obtain immediate permission for representatives of the ITF to board the Ship, to consult with Seafarers and to inspect and copy all documents whether the Ship is in berth or not and whether or not the Seafarer is onboard the Ship;

h to man the Ship competently and adequately so to ensure its safe operation;

i not to demand or request any Seafarer to enter into any document by which the Seafarer agrees to give up any rights to which he becomes entitled as a consequence of this agreement and the Company agrees that any such document already in existence shall be null and void and of no legal effect; . . .

Article 2: The ITF undertakes, having received and approved copies of the documents referred to in Article 1 (d) above and provided that the ITF and/or the appropriate union have received the fees and contributions payable under Article 1 (e) above, and further provided that there are no outstanding claims of Seafarers, to issue an ITF Blue Certificate (hereinafter called "the ITF Blue Certificate", certifying that the Ship is covered by an ITF Approved Agreement provided that the property in the ITF Blue Certificate shall at all times remain in the ITF.

-This is only part of Special Agreement which signed the Company/on behalf of the Company who is duly authorised by the owner of the Ship to sign on its behalf

- for ITF signed - Captain Remo di Fiore on behalf for ITF- FIT/CISL
ROMA on 1 January 2000. (see page 57)

Possession of BLUE CERTIFICATE confirm that shipowner is complying with all international standards, conventions on sea, ITF agreement, protection of seamen and their rights.

1. Shipowner Radisson did not "f. . . accurate records of all hours worked by Seafarers. . . allow each Seafarers access to these documents;. . ." Radisson breached this - never sent me working time sheet or any of requested documents about injury? And in that way breached ITF Agreement?

2. ITF breached also own signed Special Agreement did not obtain documents about my injury: "g. to permit or obtain immediate permission for representatives of the ITF to board the Ship, to consult with Seafarers and to inspect and copy all documents whether the Ship is in berth or not and whether or not the Seafarer is onboard the Ship;" ITF inspectors all over the world whom I contacted for help did not obtain any of my documents about injury? Even ITF - World Headquarter from London did not help me to get any of documents pertaining to my injury?

3. Radisson, manning agent V. Ships Monaco, and ITF were jointly hiding ship's documents about my injury or fact that those documents are not recorded, or destroyed or misfiled. They breached own signed Special Agreement and law? And by own actions harmed seaman and his rights.

4. I as Seafarer had "outstanding claims of Seafarers, to issue an ITF Blue Certificate" and to hold Blue Certificate so I because of breach of Special Agreement and all laws in my case requested revocation of Blue Certificate. ITF - did not revoke it and protected Radisson Owner of "bareboat charter for the ship" Seven Seas Navigator? "ARTICLE 15 - Breach of Agreement: If the Owners breach the terms of this Agreement the Union and/or the ITF, for themselves or acting on behalf of the Seafarers, and/or any Seafarer shall be entitled to take such measures against the Owners as may: be deemed necessary to obtain redress" - ITF is good idea to protect seafarers on all seas - but if do not protect not self-inflicted injured seafarer, not paid sick wages, but protects the guilty shipowners who breach own signed Special Agreement and law? Why ITF did not obtain for me promised sick wages and my documents about injury from the ship but protected Radisson?

Radisson and facts for lawyers and judge

1. Court case in USA - Overseas Corp. v. United States, 433 F. Supp. 419, 421 (N.D. Ca. 1977)
"Doctors who are hired by the shipowner to provide care for seamen are... agents of the shipowner, and the shipowner is liable for the malpractice of the doctor." (See again Liability of Shipowner for Negligent Treatment of Physician Providing Cure. *Aholm v. American Steamship Company*)

- Radisson's ship's doctors (agents) willfully and deliberately refused to send me for orthopedic examination and taking of X-ray. Did not record or destroyed all my reporting to them because of pain. Did not report my accident as staff capt. F. Mazza said: because ship's doctor did not inform him about it? So injury is not recorded in official ship's Log (breach of law)?

- Radisson's agent Inchcape Shipping Services from San Francisco sent me to Radisson's another agent doctor A. Konce in San Francisco whom I never seen in my life, and in his office given incorrect diagnosis "uncomplicated ankle sprain", all other orthopedists claim it is permanent injury. And I've received for medical finding bill of death, and also evidence on exactly same document two different signatures of dr. Konce who claim under penalty of perjury that he personally examined me. Shipowner Radisson and his agents are directly responsible for this. (see documents page 70-74 signatures of dr. Konce Orthopedic Evaluation from 26/05/00, page two?)

2. From Appointment Letter my contract for work on the ship m/s Seven Seas Navigator. "in the case of sickness, for up to 120 days after being discharged, subject to the submission of satisfactory medical reports from the Agents approved doctor." (at the Owner's expenses sick wages, etc)

- Above mentioned applied here. Radisson's agent dr. Konce's office is guilty for it. "...while, to many persons calling themselves physicians, it is merely a method of making money and gratifying their vanity. . . . and the consequence is that no one can come near you without being cheated. Your art does not consist in curing the sick, but in worming yourself into the favour of the rich, in swindling the poor, and in gaining admittance to the kitchens of the noblemen of the country. You live upon imposture, and the aid and abetment of the legal profession enables you to carry on your impostures, and to evade punishment by the law." Doctor - Paracelsus 1493-1541

3. Ship's insurer P and I lawyer correspondent from Croatia write on 18 September 2000: "In actual case shipowners form P and I make a payment for premiums to cover specified risks which cannot be in other way insured". - Radisson shipowner of m/s Seven Seas Navigator, according this must pay injured crewmember for injury because of unsafe ship.

4. Radisson signed Bahamians Articles and flaying Bahamian flag, so have also obligation from it: I have right to work on a safe ship Radisson's ship was unseaworthy, falling shower doors because of plastic hinges, and Radisson did not warn me about it neither informed Bahamas authority breached Bahamian Articles MSA, Secs. 170, 174, 179 and anyway under such condition according international laws and regulation the ship was not safe and should not sail.

If you are sick or suffer an accident while working under a Bahamian crewing agreement, you have a right to receive from the company (owner), all reasonable expenses of medical, surgical, dental or optical treatment, both on board and ashore. (MSA, Sec. 123)

5. Shipowner Radisson signed Special Agreement with ITF seamen union and NSU Cruise TCC - Hotel Version: 1 Issued 05/99. ARTICLE 12 - Death and Disability Insurance: 2. Disability: A Seafarer who suffers injury as a result of an accident from any cause whatsoever whilst in the employment of the Owners, regardless of fault, including accidents occurring whilst travelling to or from the Ship and whose ability to work is reduced as a result thereof, shall in addition to his sick pay, be entitled to compensation according to the provisions of this Collective Agreement. The compensation which the Company, Owner, Manager, Manning Agent, and any other legal entity substantially connected with the vessel shall be jointly and severally liable to pay shall be calculated by reference to an agreed medical report, with the Owners and the Seafarer both able to commission their own, and when there is disagreement the ITF and/or Union shall appoint a third doctor whose findings shall be binding on all parties. Radisson breached this agreement and ITF also.

(Those who share profits must jointly pay for the risks of their joint venture, if they breach own signed Agreements and law, and hiding evidence documents which by law must be recorded and same are evidence which will punish their wrongdoings than court must deal with them and punish

Company which refuse to send injured seaman to hospital because of possible detention of ship.)

6. Fax from "V. Ships Leisure S.A.M. - G. J. Rogers - To FIT CISL ROME - Attention: Mr. R. DI FIORE date: 4/10/2000 – Subject: Mrs. A. Colak pages: 1 – Fax No: 39064402991 – Dear Mr. Di Fiore, Thank you for your fax of 3rd October regarding the above named - Our comments are as follows - Mrs. Colak signed off the vessel after completing her contract and was examined by a doctor in San Francisco. The doctor confirmed she was fit for duty as per this report already in your possession. Mrs Colak has been provided with all of the medical records in the Owners possession regarding her condition. According to her contract she is not entitled to sick wages because she completed the contract and was found fit for duty immediately thereafter. On her own initiative she saw a doctor in Croatia. As we read the medical records there was no finding of fracture as she claims, nor permanent injury. Owners have agreed to reimburse expenses incurred in seeing the doctor in Croatia without prejudice to their rights of defences. Owners have agreed to have her examined again by a doctor to be appointed to determine if she has any permanent impairment as she claims. Owners, through their P and I Association and the P and I correspondent, are attempting; to work with her to schedule that appointment. Yours sincerely, G. J. Rogers (signed own signature) Cc Mrs A. Colak fax no 385 20 411 284. - On the bottom is written V.Ships is the registered tradename of Shipping Management S.A.M. au capital 1.000.000 Francs - R.C.I. 97 S 1058 – S E E 634 C 01034 (see this fax on page 60) - From this fax undisputed facts are:

- a. That "doctor in San Francisco" gave wrong diagnosis all other orthopedists claim that my injury is of permanent nature.

"In fact, Dr. Konce never personally examined or even saw Colak while she was in his office. The "examination" was conducted entirely by a physician's assistant, Lisa Few. Dr. Konce without ever seeing Colak, diagnosed her injury as an "uncomplicated left ankle sprain." Instead treating her injury, Dr. Konce's office prescribed pain killers and sent her back to work. Mrs. Colak's injury did not improve, and, in fact, got worse. She returned to her native Croatia, and visited her own doctors. She was then diagnosed with extensive ligament damage, as result of her injuries and improper treatment occurring, in part, in United States territorial waters and on United States soil." From Plaintiff's Memorandum of Law in Opposition to Defendant's Motion to Dismiss (Court Document)

- b. I have not been "provided with all medical records in Owners possession" and Radisson claim "Radisson has a bareboat charter for the vessel. . ." "than must provide all medical records from ship's hospital, I even did not get medlog record from last day on 25 May 2000 when ship's doctor Bo Lindquist examined me and sent me to orthopedist. So it is not clear who referred me to dr. A. Konce? Neither I have been provided with official ship's Log record and ship's safety record about my injury, which is in the possession of ship's Owner. Why Owner hiding these documents?

- c. Fact that I "On her own initiative she saw a doctor in Croatia." (Radisson's words at court) Because of pain and wrong diagnosis from ship's agent "doctor in San Francisco".

- d. "As we read the medical records there was no finding of fracture as she claims, nor permanent injury." Facts are opposite. Owner's P and I ship's insurer appointed orthopedist Ž. Cesarec findings are: ". . . - the remaining consequences are permanent. . . A reconstruction surgery might eventually be considered with "dubious" result (time elapsed from the injury)." 18 October 2000.

- e. Fact,"Owners have agreed to reimburse expenses incurred in seeing the doctor in Croatia without prejudice to their rights of defences." Owners paid \$1060 through P and I Club representative in Croatia for my medical and travel expenses in cash up to date but still refuse to pay my sick wages and allowances even if satisfactory medical documents have been submitted. "Radisson has a bareboat charter for the vessel. . ." V.Ships claim that Owners reimbursed expenses for seeing the doctor in Croatia. So this implies that Owner paid and is responsible for injury and not Manning Agent V.Ships alleged employer of Ana Colak. From "PLAINTIFF'S MEMORANDUM OF LAW IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS Contrary to defendants' assertion, Radisson was Colak's employer. Radisson, as the owner of the Navigator, employs seaman like Colak through its managing agent, V. Ships Leisure, Inc. ["Leisure"]. This employment and agency relationship is admitted in the collective bargaining agreement entered into between Colak's union and Leisure.1 (See Exhibit H). That agreement states that the employer is "V.Ships Leisure, Inc. [the Agents] acting as managers or agents on behalf of International Shipping Services, Ltd. in tura acting for Owners [the Owners]

of the Ship(s) [the Ship or the Ships] on which Personnel are engaged for Service...'1 (Brackets in original)..“ I would be very happy that nothing happened to myself, and that I could continue to work on ships as before and earn money with my own hands, and no need to force Company to pay me according contract (article 12) or sue the Radisson Company, because refused to pay me for injury which is not my own fault. **For money it is not worth to fight, but for truth and your human rights you must fight.** It is possible to forgive only to those humans who behave like decent beings, if they honestly admit own mistake and show by thoughts, words, and deeds, they mean it - than everything could be settled in right way. But Corporation is strange entity. - It is guided by own laws, it is intelligence without heart, run and self-perpetuated by fear and greed. May we hope that soon world will be free from this type of “intelligence“. What some Defendants are able to do read in the case from Supreme Court of Florida - CASE NO. SC06-971 Lower Tribunal Case No. 3D04-208 - JOSE VALDES and JUANA VALDES, His wife, Petitioners, v. GAB ROBINS NORTH AMERICA, INC., SOUTHERN UNDERWRITERS, INC., CAPITAL ASSURANCE SERVICES, INC., CAPITAL ASSURANCE COMPANY, INC., and REGGIE PHILLIPS, - Counsel for Petitioners Rebecca Watford, esq. - Lipcon, Margulies & Alsina, P. A. - “In January of 1985, Plaintiff/Petitioner Valdes was injured in a work-related accident. He was ultimately declared permanently disabled and awarded workers' compensation total disability benefits. Even though they had no evidence, Defendants accused Valdes of fraud, reported him as a felon, requested his arrest and actively sought his criminal prosecution. . . (“Intelligence“ no heart) And these Companies were not punished for what they did to Valdez? Justice of strong. Nobody punished companies which have a financial interest in my case.

**They can share profits but not responsibilities?
One employer and all investing and share profit?**

“12/21/2001 - 6 - ORDER REFERRING DISCOVERY MATTERS to Magistrate Judge Turnoff; Order directing parties to file Certificate of Interested Parties and Joint Scheduling Report (Signed by Judge Joan A. Lenard on 12/21/01) CCAP [EOD Date: 12/26/01] COMES NOW, Defendants and . . . submits the following list of parties that have a financial interest in the outcome of this case: 1. Radisson Seven Seas Cruises, Inc., 2. V-Ships Leisure., 3. M.S. Seven Seas Navigator., 4. Golden Ocean., 5. Carlson Cruises World Wide., 6. Assuranceforeningen Gard“.

This is list of parties who did not pay me according signed contract and ITF-agreement, and law – I need not to extract, beg from them for not self-inflicted injury – I am not beggar – this is not my shame this is their shame - this is above all shame of the ship's doctors, all we are going to die – memento mori. From email sent to: “ITF and graham.rogers@vships.com 21 Nov 2000 09:38:00 . . . I have to walk-work until the end of my life with permanently damaged ligaments, first degree instability, weak, ruptured, avulsion, exudation, oedema, ligaments-medical findings, MRI pictures and suffer pain? I want to walk without pain same as I walked before I joined M/V Seven Seas Navigator with healthy legs and be able to work and to make decent livelihood.“ I had suffered for years pain (arnica gel eased my pain I did not use pain killers, have very bad side effects) during day and worse during night. I've seen documentary film on television 2005 year about ayurveda clinic in India. I and my husband two days after that obtained Indian visas, bought return tickets from Croatia Airlines - Brsalje 9 – Dubrovnik, date 20 January 2005 Booking Ref X83NLQ, - CRO AIR Ivica/Colak Mr. - Flight No. OU 661 (equipment: airbus industrie A320-100/200 - Zagreb - OU 5442 (equipment: canadair regional jet flight operated by vo tyrolean airways kl.) Viena - Austrian OS 33 (equipment:airbus industrie A330-200) - Delhi (tickets \$2200, economy) for three months and visited ayurveda clinic in India to get relief from pain. After pulse reading doctor Solomon P.G., BAMS told me all about my injury. Than I told him that I have pictures of ankle and medical findings from USA and Croatia and doctors say it is permanent injury. . . . He said that he knows everything from his own diagnosis, never asked for medical findings of other doctors. He told me that he is not believing that pain will disappear. Next day we met manager Mr. K. Sisupalan paid in advance half amount of bill and got room with bathroom and balcony on the first floor, near beach and big white-red lighthouse at Vijaya Sadanam Guest House. Here court case which entitled seaman his right to: Duration of Unearned Wages. Lundborg v Keystone Shipping Co., Wn 2d (1999), recognized that unearned wages are due for the ”contemplated period employment“, . .

Ship's insurer, Radisson or VShips etc. did not pay my sick wages, lost unearned wages, during incapacity for work, neither ankle braces (\$400-prescribed by my doctor, first on 22 02 2001 and second different brace on 29 07 2003 and confirmed from The Croatian Health Insurance Administration doctors-commission), physical therapy, permanent disability - I never received official ship's documents about my injury, Log Book, all medlog records from ship's hospital. Injury is documented of permanent nature and is not my fault. I sent all my medical documents and MRI, x-ray and CT films to Radisson and when my second Lawyer requested above mentioned documents from the Radisson - the judge granted Protective order? 80 OBJECTIONS by Radisson Seven Seas to plaintiff's notice to produce documents (ra) [Entry date 06/16/04] - 83 ORDER granting by default [80-1] motion for protective order (Signed by Magistrate Judge Andrea M. Simonton) 07/06/2004. I am according General Maritime Law of US and international law entitled to receive those documents? With this the Judge also covered up Dr. A. Konce's false medical finding given under penalty of perjury. Documents from ship hospital are different from what dr. Konce wrote in his documents about my injury? and also different from form which I filed in at his Bay Medical Center. All written evidence is against A. Konce. Protective order not to produce documents could be hidden breach of law - and law hiding unlawfulness, it means law is against law. Human justice? Plaintiff must produce documents Defendant get protective order? "Justice is impartiality". George Bernard Shaw - **“. . . let not the judge meet the cause half way, nor give occasion to the party, to say his counsel or proofs were not heard.” Francis Bacon 1561-1626**

Radisson admits in own words responsibility

Here from faxed message to Joan A. Lenard 10 pages on 5 October 2005. "Open Letter to Judge - . . . Main purpose of Law is that justice prevail, main duty of Judge is that justice be met, and both sides be heard. But some Judges doing opposite they are themselves unjust and partial. I don't know why you after appeal of my lawyer to reopen the case did not let both sides be heard, . . . You support injustice and those who making profits from workers and claim they have nothing with workers as workers according law can have only one employer, very nice excuse to be relieved from responsibility and make money - just make some "partner" in another country employer. (Similar thing like - Flag of convenience of the ship is way in which shipping companies avoid the requirements of own country laws - m/s Seven Seas Navigator is registered under Bahamian flag, not US. "All too often, the worlds commerce is carried on FOC vessels to maximize profits at the expense of basic human rights and the safety of life at sea. . .") (If owner of the ship is American and is based in US, then US Court ignore flag of convenience, see case Bartholomew v. Universe Tankships, Inc., 263 F.2d 437 (2d Cir. 1959) (same should be in my case). When I have been employed year 2000 on the ship, in international register of ships I found this: "IMO number: 9064126 Call Sign: C6QS8 Ship's name: Seven Seas Navigator. . . Registered owner: Celtic Pacific Two. . . Southampton, UK. . . Ship manager Celtic Pacific UK. . . Last update 02-04-2001. . .)" "How they can share profits but not responsibilities? Radisson is US Corporation headquartered in US and under reach of US laws V.Ships Monaco is not, than US Law must be applied to discipline US Corporation. . . At Court on 07/21/04 "Defendants respectfully requests this Court consider the errata sheet in support of Defendant's Motion for Summary Judgment?"- Radisson admits: ". . . "Delete - "A 50-50 partnership for cruise industry and replace with "Radisson and Vships are 50-50 partners in entity known as Celtic Pacific UK Ltd, Celtic Pacific UK Ltd, owns the Seven Seas Navigator." Strange the Radisson and VShips request this just two months before trial, how they did not know this from beginning from 2001 until 2004? (Before was on page 4 Radisson claim under UNDISPUTED FACTS . . . 4. V.Ships Leisure Inc. was manning agent responsible for hiring, firing, supervising, and paying the vast majority of the crewmembers aboard the vessel including the Plaintiff" - from motion for Partial Summary Judgment.) "Radisson has a bareboat charter for the vessel. . . V.Ships is responsible for manning and managing the vessel and employees, nearly all of the crew, including the Plaintiff. . ." and claim that V.Ships is responsible as employer of the injured seaman. Radisson do not admit that it did not provide safe working place on its "Radisson has a bareboat charter for the vessel" and failed to warn plaintiff in advance of the danger of the shower door falling, because of plastic hinges. Radisson's vessel was unseaworthy. **Injury did not**

happen because Plaintiff was “employed“ by V.Ships which in written papers claim it is manning agent. Injury happened because defective shower door fell and injured seaman. IF “VSHIPS MANAGING CREW. . . “AND “RADISSON HAS A BAREBOAT CHARTER FOR THE VESSEL“ HOW THEN VSHIPS CAN BE RESPONSIBLE FOR DEFECTIVE SHOWER DOORS IN PASSENGER'S CABIN ON RADISSON'S CHARTERED VESSEL M/V SEVEN SEAS NAVIGATOR? - “RADISSON HAS A BAREBOAT CHARTER FOR THE VESSEL“ DID JUDGE REALIZE THIS AND NEVER REOPENED CASE? DID RADISSON ALSO REALIZE THIS? Radisson is Owner of the unseaworthy vessel and is responsible for doors and injury. Why V.Ships tried to pay for defective shower doors, which is cause of injured seaman - for Radisson? “C. Colak States A Claim For Jones Act Negligence. Maintenance And Cure. And Attorney’s Fees - Radisson first argues that most of Colak’s claims do not State a cause of action against Radisson because, it alleges, Radisson was not Colak’s employer. Radisson is wrong. Radisson admits that it is one of the owners of the Navigator. Colak’s putative employer, Leisure, employed Colak as the "manager or agent" of Radisson. (See Exhibit H). In *Archer v. Trans American Services, Ltd.*, 834 F.2d 1570 (11th Cir. 1988), the court of appeal addressed an analogous argument. There, the employer argued that its contract with the shipowner to employ seaman and provide catering services onboard did not make it the shipowners agent. Therefore, it argued, it could not be held liable for damages awardable against the shipowner. The Court rejected this argument, holding that the employer was liable as the shipowner’s agent for the condition of the vessel. Here, the same result is warranted. Leisure employed Colak in its role as managing agent for Radisson; Radisson is, therefore, liable under all causes of action attributable to a seaman’s employer.“ Judge knows for this case because it is mentioned in court document from February 2002 Plaintiff’s Memorandum of Law in Opposition to defendants' motion to dismiss.

And also from my signed contract - which is printed on the back side of Letter of Appointment issued from VShips Monaco (not Liberia) and which I signed in Fort Lauderdale as contract for work on m/v Seven Seas Navigator is written “(Cruise Ship TCC Agreement Company Conditions of Service) - Medical Attention - . . . Personnel discharged abroad owing sickness or injury shall be entitled to medical attention (including hospitalisation) at the Owner’s expenses for as long as such attention is required or until repatriation to the port of engagement, whichever is earlier Personnel, repatriated unfit as a result of sickness or injury to their port of engagement, are entitled to medical attention (including hospitalisation) at the Owner’s expense:



- i. in the case of sickness, for up to 120 days after being discharged, subject to the submission of satisfactory medical reports from the Agents approved doctor.
- ii. in the case of injury (other than self-inflicted injuries and injuries caused by wilful act of Personnel concerned), for so long as medical attention is required or until a medical determination is made in accordance with Article 12 concerning permanent disability whichever is the sooner. . . . “I think that if Mr. Griffin won case it will not be good for my first lawyers and their reputation. They really worked hard on my case and another unknown lawyer wins their case, after they withdrew from case? Then all US institutions, Attorney General and Medical Board of California, ITF, VShips, Doctors, and Corporations shareholders with Radisson also lost.

The Judge J. A. Lenard forgot many facts from this case - from Court document ORDER DENYING MOTION TO DISMISS COMPLAINT “. . . . The Supreme Court has recognized that unseaworthiness is “a remedy separate from, independent of, and additional to other claims against the shipowner...[and] wholly distinct from liability based upon negligence.” *Usner v. Luckenbach Overseas Corp.*, 400 U.S. 494, 498 (1971). It is well-settled that “[i]n order to state a cause of action for unseaworthiness a plaintiff must allege his injury was caused by a defective condition of the ship, its equipment or appurtenances. . . . IV CONCLUSION Based on foregoing analysis, the Court finds that Defendants have failed to establish a basis for dismissal of Plaintiff’s claims, either on forum non conveniens grounds or based on Plaintiff’s failure to state a claim. Accordingly, it is ORDERED AND ADJUDGED that the Motion to Dismiss Complaint (D.E.4), filed on December 17, 2001, by Defendants Radisson Seven Seas Cruises, Inc, in personam, and Seven Seas Navigator, in rem, is DENIED consistent with this Order. DONE AND ORDERED in Chambers at

Miami, Florida, this 18 day of February 2003. Signed Joan A. Lenard UNITED STATES DISTRICT JUDGE cc: Us Magistrate Judge Andrea M. Simonton - All Counsel of Record

All those who share profits must take also risks. Together they make and share profits and together lose profits. By common sense and if they have wisdom they must behave like decent human beings, filled with love and intelligence, and instead profits put in the first place life and not money. In this case they must pay injured seaman who is not guilty for own injury, and suffering. No matter who has been sued and in which country. Those who share profits must share responsibilities. "12/21/2001 - 6 - ORDER REFERRING DISCOVERY MATTERS to Magistrate Judge Turnoff; Order directing parties to file Certificate of Interested Parties and Joint Scheduling Report (Signed by Judge Joan A. Lenard on 12/21/01) CCAP [EOD Date: 12/26/01] COMES NOW, Defendants and . . . submits the following list of parties that have a financial interest in the outcome of this case: 1. Radisson Seven Seas Cruises, Inc., 2. V-Ships Leisure., 3. M.S. Seven Seas Navigator., 4 Golden Ocean., 5. Carlson Cruises World Wide., 6. Assuranceforeningen Gard".

Robbers rob bank, one is holding gun another putting money in the bag, one is waiting outside in the car. They even need not to be citizens of a country where they rob bank, they can even fly flag of another country, can have false passports. Their mastermind "employer" can finance whole plan and live in some country where is safe haven for criminals, out of the reach of law in country where his "employed workers" are going to rob a bank. That is big risk and big profit for all robbers. If they get caught the judge will punish all robbers. If robbers left money with some person-partner to look after it until they don't return - even that partner will be punished by court of justice. But for mastermind of whole operation there is no risk. Bankers finance arms production because of big profit, producers produce arms for big profit, armies robbing other nations for big profit, soldiers killing unknown people for profit of rich people. What about killed, what they get? Those who finance all this bloodshed - are never punished? Soldiers take the highest risk can lose life for the lowest profit? Seamen work for financiers for their big profit, takes risk when get injured, financiers share profit so like robbers must all pay for it. As Christians say: "The love of money is the root of all evil." I Timothy, 6:10 - BIBLE. - Radisson is owner of the ship and official ship's Log and safety record and other ship's documents belong to owner. Radisson some documents about my injury destroyed, or misfiled, or did not record and hiding and do not want to give to Plaintiff for evidence to defend himself, it means that hiding and helping VShips. So as robber's keeper of the stolen money must be by law also punished, so same fate must face Radisson because hiding falling of shower doors, what was unsafe for passengers and crew, and that is breach of US law. But how to punish Radisson for it, when the judge J. A. Lenard gave Protective Order - not to produce documents and Radisson is by law protected? I really don't understand this law and justice. When Defendant ask Protective order - not to produce documents he gets it. When Plaintiff do not produce some document, or do not reveal expert witness than instantly punish him, without mercy close the case and no reopening.

"Your mission is proving that a love for the earth, and for the things of the earth, is possible without materialism, a love without greed... I entreat you not to be turned by the call of vulgar strength, of stupendous size, by the spirit of storage, by the multiplication of millions, without meaning and without end. Cherish the ideal of perfection, and to that, relate all your work and all your movements. Though you love the material things of earth, they will not hurt you and you will bring heaven to earth and soul into things." Rabindranath Tagore 1861-1941

"When you truly feel this equal love for all, when your heart has expanded so much that it embraces the whole of creation, you will certainly not feel like giving up this or that - You Will simply drop off from secular life as a ripe fruit drops from the branch of a tree. You will feel that the whole world is your home." Ramana Maharshi 1879-1950

How in words VShips care for its employees, from email sent to G. Rogers VShips and ITF on 21 November 2000 - Injury on board (8 pages) "Subject: "OUR EMPLOYEES ARE OUR GREATEST ASSETS". "VShips Leisure Company Policy Statement - Safety Environmental Protection policy. Reference: IMO Resolution A.741(18) - ISO 9002 Standard, from July 1998 - The Company recognises that the operation of vessels in its managed fleet involves a risk to the health and safety of its employees, to third parties and to the environment. Company is responsible for

minimising such risks. . . The Company will conduct its business affairs in safe, efficient and reputable manner in the best interest of its clients, the employees of the Company and the environment... In offering its services the Company shall not knowingly participate in unsafe or illegal activity and recognises the importance of providing equitable standards of performance to all clients without prejudice. . . “ What is hiding or destroying or not recording ship's official Log record, safety record, medlog...? And knowingly participation in unsafe or illegal activity? Is this illegal or legal? VShips can say that Owner of the ship is Radisson and defective shower doors too. (See mentioned case, Archer v. Trans/American Services, Ltd., 834 F.2d 1570 (11th Cir. 1988).

My email sent to: “Date: Mon, 18 Aug 2003 03:31:48 -0700 (PDT) From: Ana Colak - Mr. Lipcon - GARD P and I Club's lawyer Macesic requested medical records from me for my injury. I couldn't send him internationally obligatory recorded documents from ship's physicians because the ship refused to send me my medical records? - “which confirm validity for those payments“. I handed my medical documents to Defendants as part of Discovery, and I did not receive my medical records from the m/v Seven Seas Navigator hospital about my injury of left ankle. I as patient have right to get my medical records according US Constitution, Florida laws and international maritime laws. Endorsed in attachment are papers for Defendant, the Radisson to sign and send to me. Please, forward it to Defendant's lawyer as my answer for settlement offer. Here, I give you right to send these papers as it is, without any changes - as my representative to Defendants. If you are not willing to send it inform me and I will contact directly Defendants and do it myself. As the Defendants have indicated that this settlement offer is only open through September 1, it is imperative that I receive your response upon your receipt of this email. I also strongest recommend the Defendants to send me this time my medical records and other requested documents from the ship for which I am entitled according US Constitution, Florida law and international maritime laws and I wait for it more than three years???? As part of the Court process (Discovery) I gave all MRI, CT, X-ray pictures and medical records to Defendants. How Defendants also are obliged to disclose and give me my documents from the ship and you requested from Defendant my medical records I would appreciate it if you would please provide me with copies of any medical records from the ship's Seven Seas Navigator hospital about my injury of left ankle, and also Log book report and Safety Officer's record which you received from Defendants, the Radisson Seven Seas Cruises and the ship m/v Seven Seas Navigator - for my records.

Thank you for your assistance in this matter. I look forward to hearing from you Ana Colak“

“UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA Ana Colak v Radisson Seven Seas Cruises Inc. CASE NO. 01-7765 CIV-LENARD SIMONTON - September 03 2003 MOTION TO WITHDRAW - Plaintiff's counsel, Lipcon, Margulies&Alsina, by and through undersigned counsel hereby move the Court for an order allowing them to withdraw as Plaintiff's counsel in this matter and, as grounds therefore state that irreconcilable differences have arisen between the Plaintiff and Plaintiff's counsel. (signed) Jason R. Margulies“

Fax – Contain 2 (two) pages - Monday, November 3, 2003 – UNITED STATES District Court Southern District of Florida Miami Division – To Joan A. Lenard – U.S. District Judge . . .

1. First, thank you for extension time to respond to the Court. As I see the Court heard only Defendants and my former counsel Lipcon, Margulies&Alsina story. I feel that I have to explain “irreconcilable differences which have arisen between the Plaintiff and Plaintiff's counsel“, I never seen in my life Orthopedist Allan Konce to whom Defendants sent me for examination in San Francisco. All written evidence confirm it and he prepared false statement with wrong diagnosis in his evaluation under penalty of perjury.

2. The ship intentionally did not record or destroyed medical records or Logbook and safety records about my injury. . .

3. It is strange that according ITF Special Agreement (presented to the US Court), and Florida Law as well as international Maritime Law I have right to be paid for sick wages, maintenance and cure, expenses and Defendants wrote to me on 11/21/00: “Sick wages are not due under the contract because you have not suffered an injury that affects your work ability . . . This is



confirmed by the doctor in San Francisco who saw you at the time you signed off.“ Written evidence confirm that I never seen doctor A. Konce in San Francisco.

4. At mediation in Miami my lawyer went into another room with Defendant's lawyer and talked without me about offer. I did not hear what amount of offer Defendants offered? My lawyer told me it? They could mediate without me! . . .

Offer was as my case is at Small Claim Court even according my contract of employment amount should be much higher. Without justice Defendants will never offer me for what I am entitled according my contract of employment and law. My lawyer withdrew and I requested my own documents, own property two CD's, original translation statement of my witness, few medical findings, Interrogatories which I sent to my lawyer but he refused to send it back? Where my documents finished? Who will now pay for my physical therapy, sick wages, two ankle braces and loss of profession, lost wages etc? After physical therapy finished Specialist for Occupational Medicine wrote on April 3, 2001: "The stated diagnosis represents permanent obstacle for future employment on board a ship. General work ability significantly reduced. . . I suggest re-training into even. office worker." -Croatian government commission expert ascertained disability 6/13/01: "incurred as a consequence of an injury: 8th grade (30%) pursuant to para V B item 15 of the List of Physical Damages (hereinafter: LTO).". . . . If my case close I will lose all rights from contractual obligations from my ex-Company? What is Justice? My former-Lawyer lost some money from this case, but he cannot lose how much I've lost. By Ana Colak: *pro se*

“UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA Ana Colak v Radisson Seven Seas Cruises Inc. CASE NO. 01-7765 CIV-LENARD SIMONTON - September 30 2003 - ORDER GRANTING PLAINTIFF’S MOTION FOR EXTENSION OF TIME TO NOTIFY THE COURT WHETHER SHE HAS RETAINED NEW COUNSEL OR WISHES TO PROCEED PRO SE - THIS MATTER is before the Court on Plaintiff's letter requesting an additional thirty (30) days to notify the Court whether she has retained new counsel or wishes to proceed pro se. filed on September 29, 2003, and construed by the Court as a Motion for Extension of Time. After review of the Motion and the record, and being fully advised in the premises, it is ORDERED AND ADJUDGED that:

1. The Plaintiff's Motion for Extension of Time, filed on September 29, 2003, is GRANTED.
2. Plaintiff Ana Colak shall have **up to and including November 5, 2003**, within which to notify the Court she has retained new counsel or wishes to proceed pro se.”

- I respect judge, my lawyers even doctors as myself equal to myself as human beings, but I do not respect wilful lies and deeds which causing harm to another human beings. Everyone have own attitudes and acting according own conscience, and character, money is not the highest value in life. Don't hate people, consciousness is one. This is only one of life's stories.

Case law on withdrawal - - A motion to withdraw citing “irreconcilable differences“ is sufficient cause for a lawyer to withdraw in a civil appeal where there is sufficient time for the client to obtain new counsel and the change in counsel will not disrupt the tribunal. The court allowed an attorney to withdraw over the clients objection based on irreconcilable differences, reasoning that requiring more information could be harmful to client or disclose privileged information. *Horan v. O'Connor*, 27 Fla. L. weekly D2559 (Fla. 4th DCA Nov. 27,2002).

- The 5th DCA held that an attorney who initiates withdrawal in a contingent fee case because the attorney's client is perceived as a “problem client“ prior to any recovery forfeits the right to any fee, following *Faro v. Romani*, 641 So.2d 69 (Fla. 1994). D1051 (5th DCA April 25,2003). The attorney's withdrawal was voluntary and therefore the attorney was entitled to no fee under the contract. *Kirschner v. Biritz*, 28 Fla. L. Weekly - “But we know that the law is good, if a man use it lawfully;” Bible 1 Timothy 1. 8-9. - - “The trouble with law is lawyers.” Clarence Darrow – American lawyer The Supreme Court of Florida suspended an attorney for one year for, among other violations, engaging in a personal conflict of interest. The court found that the attorney acted against his own clients' interests by filing motions to enforce settlements in their cases without consulting with the clients or obtaining the consent of the clients. The attorney knew the clients did not want the settlements enforced; in one case, the client had refused to execute a release and in the other case, the

client refused to endorse settlement check when she found out her share would be \$12.15.

- The Florida Bar v. Rotstein, 27 Fla. L. Weekly S934 (Fla. Nov. 7, 2002)

From last letters from - August to September 2003

From my lawyers: We sent you a note about an offer that is good with respect to the injuries you suffered. We need your response to that offer as soon as possible. I highly recommend you accept it. In my opinion you will not do any better by going to court. If you think you will do better that is your decision. I think trying your case when you have a good offer is a waste of your time, my time, the court's time, the jury's time. That is something we try to avoid in the United States District Court because the court is overwhelmed with cases. I answered: You are right that it is waste of time to prolong the case, but the Company (Radisson) wasted your time, court's time, the jury's time, and above all my time trying to dismiss the case? Long time ago (3 years) I asked the Company just to stick to rules from contract of employment and pay me accordingly? The ship have been almost arrested and released and the Company run business and earned money, I couldn't do the same because of injury? Wherefore, I (Plaintiff) demand all damages entitled by law, punitive damages, attorneys fees and demand jury trial of all issues so triable.

From my lawyers: Thu, 23 Oct. 2003 I don't really understand your email. However you have not been abandoned. What has occurred is that you do not want to follow the advice of Jason Margulies and myself but rather continue on a crusade for reasons other than get money for your injury. Since we were not hired to engage in a crusade for you, I felt that you would be better off with a law firm that would engage in your crusade. We obtained an offer for you that was more than I thought you could obtain in court. Since that was not what you really wanted, we withdrew after giving you notice. We spent a great deal of time and money to obtain that offer for you which you without any rational reason have rejected. . . . The best thing would be for you to obtain another competent admiralty attorney who could take over the handling of your file. Please let them know your real goals so they will not do a lot of work and then find out that you really have a different goal in mind. . . .” - Mr. Lipcon wrote: “New lawyer does not have to pay our fee. We can work out an agreement to get paid if the new lawyer is successful. . . .”

- Again, in light of your injury, recovery, and the overall evidence in your case, we do not feel that you would recover more than \$40,000 at trial in this case and would incur substantially more cost in proceeding to trial than you have currently incurred; as such, you would net less on being awarded \$40,000 at trial than you would by accepting a \$40,000 settlement offer at this time. As the Defendants have indicated that this settlement offer is only open through September 1, it is imperative that I receive your response to the offer upon your receipt of this email.

I answered: . . . Now I've lost sick wages, expenses for my physical therapy, costs for ankle braces lost wages and for loss of profession as well as all rights entitled by law and my contract of employment. . . I lost so many things in my life because of this injury, in the past and future, my dreams . . . and the rest, all are dreams now. I was ready to EARN money with my hands and endure hard work on the ship and enjoy the fruit of it.” Injury is not my fault, ship's doctors did not treat me at time of injury, I've lost unearned money in past three years, in the future and profession at sea and land. I still wanted to work on the ship, but because of ”had a trauma against left ankle and ”uncomplicated left ankle sprain“ I cannot. “It would be inhumane to leave a helpless man without succor.” The Quaker City, 1F. Supp. 840 (E.D. Penn. 1931). My first lawyers told me that I have ”difficult case” but also that I have case. - Why my case was difficult?

I wrote to my first lawyers: “I will see what will win in my case money or justice?”

From Ana Colak - to: ”John Kevin Griffin, Esquire“ Tue, 3 May 2005 02:09:37 -0700 (PDT) Re: Case - Dear Mr. Griffin - First, thank you what you accepted my case. Many lawyers didn't accept it when they heard the name of my first lawyer. One lawyer said that he is “fox of the foxes“, but he never sent me back my documents which are private property of the client? Even you did not receive those documents from him? He wrote that he will give it to my new lawyer? One lawyer did not accept the case because “Radisson have a lot of money and can make the case very expensive“. Another “We cannot be involved in this case because it will be too expensive“. Radisson lost the

case long time ago even if it is closed after four years. The Judge knows it, and lawyers know it. Justice of humans is weak as humans, my case have not been heard on its merit. The Judge punished me instead those who are guilty. Until todote the Radisson did not pay for my physical therapy? and the Radisson offered me money for settlement? . . .The Judge knows all this? How she could close the case? . . .Thank you again for what you accepted my case. There is something more worth than money, something that makes human being-True Being. When humans will learn this?“

- “Lost causes are the only ones worth fighting for. . . No other offense has ever been visited with such severe penalties as seeking to help the oppressed.” Clarence Darrow - American lawyer

All replays were after Mr. Lipcon withdrew from my case and I was looking for a new lawyer. One answer was: “Thank you for contacting the . . . We received your email regarding your case against Radisson Seven Seas Cruise Lines. We can give the names of other attorneys that work in Miami and might be able to assist you, but it will be difficult because of the short notice. Additionally an attorney may be hesitant to accept a case on a contingent basis where the client has appeared unwilling to accept a settlement in the past.” One more answer: “We would be interested in discussing the possibility of representing you in the above case. The firm has a strong maritime law practice. . . . the firm partner who would have primary responsibility for the case, has an LLM in maritime law, and is an experienced maritime litigator. I have been able to access the court file in the federal district court in Miami. It raises several questions, which I would like you to answer by email or phone:“ Another answer, Mr. Lipcon already withdrew from my case: “Thank you very much for the various files you forwarded. I have taken a thorough review of the documents you sent and am very impressed with the work done by your attorney in bringing this action. I also saw that your attorney is Mr. Lipcon. I know Mr. Lipcon and would urge you to reconsider your decision to not follow his advice. . . . Thus, while I greatly appreciate the opportunity to review your file, I am not prepared to accept the representation, as I believe your interests would be best served if you were to contact Mr. Lipcon and discuss whether the company's offer is still available. If Mr. Lipcon he has recommended that you accept it you should carefully evaluate the offer. Thank you again for contacting my offices.” another: “I reviewed the additional information. The trouble with the Croatian medical records is that they are not admissible in the US court system unless we either obtain a stipulation from the cruise line (which will not happen) or we travel to Croatia to take depositions. . . Even if we can, it is very expensive. We have other clients in Croatia. The cases are expensive and not easy . . . Radisson is not sued alot but their underwriters are similar to Royal Caribbean's underwriters and they may pay something in this range.“ one more: “I reviewed the materials on line. In order for us to become involved in your case, we need to establish a strong case of liability and significant damages. These type of cases with our clients overseas are expensive and time consuming. It is even more time consuming to be in Federal Court. The cruise lines have lots of money, but all of the firms who sue the cruise lines are small like us and we can not afford to invest great money and time unless there is a significant potential to obtain a big verdict. . . . I am very sorry but we can not take the case. . . Be certain to respond to the Court order, send a motion requesting additional time to obtain counsel.”

In matters of truth and justice, there is no difference between large and small problems, for issues concerning the treatment of people are all the same. Albert Einstein

Injustice anywhere is a threat to justice everywhere. Martin Luther King, Jr.

- “He was high up in law and became a judge. And one... There is so-called legal justice which is totally different from actual justice.“ J. Krishnamurti

“Man, when perfected, is the best of animals, but when separated from law and justice, he is the worst of all.”Aristotle

“Is there justice in the world? This has been a question that all the philosophers have gone into, spinning a lot of words about it. Now, is there justice in the world, rational, sane, justice? You are clever, I am not. You have money, I have not. You have capacity and another has not. You have talent, you can enjoy and I have been born poor. One has a crippling disease and the other has not. Seeing all this, we say; there must be justice somewhere. We move from lack of justice to an idea of justice - God is just. But the fact remains that there is terrible injustice in the world.“ J. Krishnamurti



Court cases in which seaman won at Court - just to compare with my case?

Liability of Shipowner for Negligent Treatment of Physician Providing Cure. *Aholm v. American Steamship Company*, 144 F.3d 1172, 1998 AMC 2352 (8th Cir. 1998), held a shipowner liable for the negligence of medical care providers where the initial injury was caused by fault of the shipowner: "where a negligent tortfeasor is responsible for an injury requiring subsequent medical care, that party normally is liable for an injury during treatment of the victim."

Duty of Employer to Investigate and Pay Maintenance & Cure. *Etheridge v. Rainier Investments, Inc.*, 1998 AMC 2978,2981 (D. Ak. 1998), broadly states: When a claim for maintenance and cure is made, there is an affirmative duty upon the vessel owner to promptly investigate the claim and to resolve all doubts as to the entitlement in the seaman's favor.

Moore v. The Sally J., 27 F.Supp.2d 1255, 1998 AMC 1707 (W.D. Wa. 1998), held the fact that medical records were "contradictory" did not justify withholding of payment of maintenance and cure: Any doubts as to entitlement, necessity or medical treatment, and the attainment of maximum medical cure must be resolved in favor of the seaman and in favor of payment of maintenance and cure. - 1. In my case Mr. Lipcon write truth in the Court document: "22. Defendant willfully and callously delayed, failed and refused to pay Plaintiff's entire maintenance and cure. . ." By Tom Stieghorst - Business Writer: "\$965 injury claim leads to \$3,5 millions jury award . . . In 1990, Langmead won \$50,000 in a trial for the accident in which an elastic exercise band snapped and hit her eye, but it was reduced to \$5,000 because a jury ruled her 90 percent responsible for the injury. A judge threw out Langmead's claim for the doctor's bill and sick pay, but his decision was reversed on appeal clearing the way for a second trial, Langmead's lawyer, Miami attorney Charles Lipcon, said on Friday. A six-person jury considered Lipcon's argument that Royal Caribbean willfully and deliberately refused to pay Langmead's \$235 bill for two visits to her doctor, plus time off for two weeks of recovery. Lipcon also asked the jury to consider Royal Caribbean's 1993 profit of \$106 million when awarding punitive damages. On Wednesday, the jury reached its verdict. Lipcon said the 3,5 million award is a lot of money, but not in relation to Royal Caribbean's profits. "Under punitive damages, the amount has to be enough to teach them a lesson," Lipcon said. . . "I have to repeat this again? Langmead vs. Admiral Cruises, Inc. Dade County Circuit Court, Case No. 89-8830. Plaintiff injured eye during exercising in the ship's gym, and was struck by an elastic exercise band. I just asked Company to stick to signed contract of employment (art. 12) rejected, and I sued. Rather let the crime of the guilty go unpunished than condemn the innocent. Justinian I, Law Code, A.D. 535 3. My injury was not my fault - not self-inflicted, happened while I was on duty, cleaning the bathroom, on high seas - defective shower door fell of plastic hinges, and hit my ankle. Company sent me to doctor whom I never seen in my life, almost nothing is recorded - willfully, about my injury in ships documents. When I reached maximum medical cure after 4 months physical therapy. - Same therapy Defendant and his manning Agent VShips Monaco and their profit shareholders did not pay? - at the end because of injury - permanent disability I've lost profession at sea and land?

I never been paid sick wages, etc. Sea Codes dating from A. D. 1200 charge a ship's master with providing 'lodging and candlelight' for a sick sailor. - From my lawyer: "Wed, 20 Jun 2001 09:24:01 EDT . . . Please provide me with the copy of the report from the disability commission. After receiving that, I will try to settle your case. If we cannot settle your case, then I will file a lawsuit for you against the company." - "October 16, 2001 - I received a letter from Gair O'Neill at Radisson Seven Seas who indicated you were paid \$ 3,000 based on a disability retaining of 5 percent for you injury. Is that correct?" . . . I received a cheque for \$3000 for 5% disability but it is not what I am entitled according signed contract of employment. I've lost profession . . . I did not encash that cheque and as you also know refused to accept it nor I signed Release letter I received from V.Ships Monaco. I've sent to you copy of Special Agreement. I am entitled for sick pay, maintenance, and just compensation, lost wages until now. The Company know very well how much are my lost wages because I filed custom form on the ship last day and declared cash which I earned during my contract of five months and 10 days. Form i handed back to crew chief steward." . . "11/08/2001, . . . They are not willing to pay you anything more or to settle. . . . A copy of your lawsuit is in the next email." Here from letter sent to Raphael Sauleau of VShips on 2 Jun 2000 - . .

. . . I don't understand why intelligent people do not solve problems in intelligent way - . . . intelligent people who pretend that don't understand facts and truth and behave like they are not intelligent and only complicate things, are unjust, use cunning tricks - deserve no mercy until they don't change? . . . All what happens after this is of your own making not mine! And judge. . . closed. . . opened. . . protected . . . closed. . . appeal. . . 7 months waiting. . . closed case.

“ . . . The Law is nothing if people who suppose to protect it are weak and full of fear. They will always cover up everything because of fear for losing their job, or pressure from own superior who is also afraid of own superior because they also can be fired from their well paid positions - and in whole state there is only group of people who rule all country and make their own laws which are not applicable for them or their lackeys who suppose protecting Justice, when they actually protecting interests of only few people and their laws. . . “ From email sent to Date: Mon, 12 Feb 2001 02:02:26 -0800 (PST) Subject: What is with my documents - To: DHome@medbd.ca.gov - Please pass this letter to president and vicepresident of Medical Board of California.“

Here this article, to read and understand for: RADISSON SEVEN SEAS CRUISES, Owner of m/s Seven Seas Navigator as they claim at court to have: "bareboat charter for the ship", and Radissons' "Doctors" - manning agent VShips Monaco, and ship's insurer P and I club - Assuranceforeningen Gard from Norway and all Corporations who having financial interest from this case. And ITF-FIT CISL ROMA, ITF-LONDON (World Headquarter ITF), BAHAMAS MARITIME AUTHORITY, LAWYERS AND JUDGE JOAN A. LENARD (US District Court Miami) - Only facts!

(Here is not whole article) - DAILY BUSSINES REVIEW - The Newspaper of Enterprise, Real Estate and Law - Wednesday, March 29. 1995 - **Cruise line must pay sick seaman his lost tips** Ruling against Carnival could cost industry 'millions' By Stan Yarbrow *Review Staff* - - IN a ruling that could end up costing the cruise industry millions of dollars, a federal appeals court has said Dade-based Carnival Cruise Lines must reimburse a cabin steward for tips he lost during an extended sick leave. The decision by the 11th U.S. Circuit Court of Appeals ultimately could force cruise lines to reimburse thousands of employees whose pittance in salary is augmented greatly by tips, according to two lawyers who represent the steward. "This is one of the best cases for seamen in the last 20 or 30 years," said Charles R. Lipcon, the Miami attorney who filed the suit against Carnival on behalf of Mario Flores in 1992. "He's one of the people who make almost nothing in salary but two or three thousand (a month) in tips. But when they get sick, the company pays them peanuts." Lipcon has asked for class status - not just for cabin stewards, but for waiters, busboys, bartenders, wine stewards and all other cruise ship employees who work mainly for tips. "We're talking thousands of people and millions of dollars in lost compensation," he said. . . . Flores lawyers also persuaded the judges that seamen should be able to recover lost tips under the ancient admiralty standard of "maintenance and cure." Maintenance and cure is a paternalistic body of law that says shipowners' obligations to their seamen, who may become sick thousands of miles from home, goes beyond the strictly contractual. Such illnesses do not have to be work-related, and maintenance and cure includes payments for housing, medical care and lost wages while a seaman is disabled. . . . Lipcon said in his request for class action, he has asked for back tips only back to 1990 in order to avoid statute of limitations problems. At Carnival, Gallagher said he couldn't provide the exact number of tip-earning workers. But he said that at any given time, the company has "hundreds" of such workers aboard its ships. Sharon Wolfe of Miami's Cooper&Wolfe said Judge Moore likely will grant class status because the 11th Circuit decided the key issue of whether tips are part of sick wages. "That's the question common to the whole class," she said. "The judges even set up a formula for determining lost wages." In the case of Flores, back sick wages should be calculated by taking the average amount of tips Flores received weekly and adding \$10.40, to account for his \$45 monthly salary, the court said. Flores' contract makes it clear his small monthly salary will be augmented by "daily tips for your services" that can total as much as 51,000 a month. Lipcon says that, in fact, the tips were much higher and that the trial court will have to settle any dispute over them. Flores calculated that he earned \$800 a week in tips during his first stint for Carnival and \$600 a week during the second-stint. But when the cabin steward fell ill and went ashore, Carnival paid him bimonthly checks totaling only \$161.97 for unearned wages, an amount

equal to what he would have earned in vacation pay. . . . **Centuries-old practice leads to breakthrough ruling for seaman** - Sea Codes dating from A. D. 1200 charge a ship's master with providing 'lodging and candlelight' for a sick sailor. They are one basis for the federal appeals court ruling against Carnival. Moore did not handle this case for Carnival, but his firm represents the line of several others. Flores worked for Carnival in two separate stints between September 1991, 10 October 1992, but he stayed ashore for 10 months because of an eye problem requiring surgery. While U.S. workers' compensation law says that, for sick leave purposes, wages include base salary and tips, Carnival's lawyers noted that admiralty law relies on different common law standards for the recovery rights of seamen. But the court rejected that reasoning, finding that as in workers' compensation law, admiralty law takes into account an employee's real earnings. Flores' lawyers also persuaded the judges that seamen should be able to recover lost tips under the ancient admiralty standard of "maintenance and cure." Maintenance and cure is a paternalistic body of law that says shipowners' obligations to their seamen, who may become sick thousands of miles from home, goes beyond the strictly contractual. Such illnesses do not have to be work-related, and maintenance and cure includes payments for housing, medical care and lost wages while a seaman is disabled. The 11th Circuit's opinion, written by Judge Ed Carnes, noted the maintenance and cure remedy's roots in sea codes dating from A.D. 1200 that charge a ship's master with providing "lodging and candlelight" for a sick sailor. Carnes, joined by Judges Phyllis A. Kravitch and James C. Hill, wrote the "traditional breadth of the remedy, as well as its nature and purpose," support Flores' argument that it "should be applied to fit the reality of our modern times." Admiralty lawyer Moore said other federal courts have been questioning the doctrine. "Most courts realize, as the 11th Circuit judges failed to, that seamen are no longer 'lords of admiralty'," he said. "Many of these people live in Miami and send their children to school here. They are like everyone else." The court also addressed Carnival's argument that including tips in sick pay would "lead to" fraudulently inflated claims and leave ships at the mercy of unscrupulous seamen. . . . "This is so funny? Here I can add in my case there are unscrupulous companies, doctors. . .and"

Why judge did not reopen my case and why did issue PROTECTIVE ORDER for Radisson, not to produce ship's documents about my injury.

On 22 May 2000, I and my wife asked staff captain Fausto Log book record about her injury, he told us that it is not recorded, because ship's doctor did not inform him about it? After that we found second deck officer Sergio (safety officer on board) and asked him records about injuries on 17 January 2000. He started computer and we saw that on mentioned date was recorded injury for Philipino crew member in the engine, something fell on his leg. Then he checked hard copy of safety book record and showed us that it is also recorded in the book mentioned Philipino injury. But my injury on 17/01/00 was not recorded, in computer file neither in hard copy safety book. Why? Philipino injury could be his fault. But my injury is 100% fault of the Radisson owner of the unseaworthy ship, and is dangerous because of suit at Court. (I informed this on "Wed, 9 Aug 2000 06:45:46 -0700(PDT) from: Ana Colak<nana_333@yahoo.com - Subject: For Mr. Myles Parson (ITF inspector Canada) - To: officers@ilwu.ca- ... I went to safety officer and he told me that he didn't receive any report about my injury and it is not recorded in his file. . . staff captain. . .He also told me that he didn't receive report about my injury. . ."). I felt something is strange under whose orders ship's doctors were acting and what company was hiding? Following from Legal Counsel of P&I in Croatia Miroljub Macesic email on Mon, 2 Oct 2000 13:58:34 +0200 - Subject: MV "SEVEN SEAS NAVIGATOR" . . . As you know on a passenger ship it is obligatory to record different documentation and same is archived according priority, and great part of it is destroyed. How your case have not character priority nor particular importance, documentation is not specially sort out and there is problem of locating it. However, if the ship is guilty for missing some document, and content which it confirm is undeniable, than it can not be bad for you. In concrete case it is not questionable that you had injury at work 17.1.00 as well as consequences which doctors ascertained until return to home. . . "Exactly this hiding and destroying documents is very bad for me. - Official log Book record, Safety record, medlog record, working time sheet, etc. - by law is not allowed to be destroyed. Did company "great part of it is destroyed?"

All these emails I sent to VShips, ITF London, and ITF FIT CISL Roma, from 2000 to 2001 year, to my lawyers, and to Judge also few faxes 2003 and 2004, everybody knew everything. Email on Wed, 20 Sep 2000, 20:47:20 from M. Macesic P&I lawyer from Rijeka: "Until I don't receive medical documentation . . . I am not acquaint which documents you requested, are they accessible, and why are not delivered to you. I will ask explanation. How you submitted request for specified payments, then is normal that from you are requested documents which confirm validity for those payments. My assignment, as I already explained, is to contribute that valid claims be satisfied. I believe that you will understand that there are seafarers who submit unjustified requests, and even ascribe to events onboard a ship old injuries, which happened after disembarkation, and for that reason each case must be carefully established and documented. . . " How he could ask me my documents about injury if ship destroyed it or some filled incorrect or hiding some?

Radisson's ship insurer P and I doctor Milorad Stipanović, Permanent Court Expert from Rijeka - ". . . On 18.10.2000 I performed medical expertise over Ms Ana Čolak who had suffered her left ankle injury on 17.01.2000 while serving on board M/V SEVEN SEAS NAVIGATOR as a stewardess. . . . It is possible that the left ankle was injured after her discharge from the ship again, i.e. after 26.05.2000. . . . Medical Findings issued by the respective orthopedic surgeon in San Francisco on 26.05.2000 have been submitted to me by Mr. Miroljub Maćešić, . . . " I am asking Mr. Maćešić why he did not submit "then is normal that from you are requested documents which confirm validity for those payments," all ship's medlog about my injury and last day ship's medlog from 25 May 2000 evening in which has been recorded diagnosis from ship's dr. Bo Lindquist, "Ana Colak 7/21/60 Cabin number 184, Croatian - stewardess 4212, Date of onset of symptoms 1/17/00 Port of Referral; San Francisco - Specialist: Orthop Surgeon Date: 5/26/00 . . . Diagnosis: (TORN) FIBULOTALAR LIGAMENT (L) (left) ANKLE INFIRMARY m/v Seven Seas Navigator." I never received from Radisson any ship's documents about my injury? Mr Maćešić your words ". . . on a passenger ship it is obligatory to record different documentation and same is archived according priority, and great part of it is destroyed." And the Judge of District Court in Miami issued for Radisson - Protective Order not to produce documents, and in that way legally protected illegal destroying of documents and closed case? I have no money to pay for and appeal to Supreme Court. ALL RADISSON'S WITNESSES, LAWYERS, JUDGES, COURTS CAN SPEAK WHATEVER THEY LIKE ABOUT THEIR LAWS - BUT WITHOUT EVIDENCE, THERE WILL BE NOT JUSTICE. Are they blind I am injured - not my fault and I've lost profession at sea and land. I never seen dr. A. Konce in my life they speak about Jones act, General Maritime US law. . . etc. showing US court cases where plaintiffs for same things won case and for same things lost case? That is idiotic thing, I have to live for the rest of my life with my pain, because Radisson, and VShips together with their ship's and ashore doctors and captains were hiding falling of the doors, breached all laws and above all humaneness and willfully refused to treat me for injured ankle? This is fact which all these intelligent lawyers and judges hiding. Radisson breached law and by same law is protected - this is point of all this circus of law. **If you refuse to help injured person because you can lost money, detention of the ship etc. you are not human, you are lower than animal?** Human beings having great power to create and destroy. When they put money in the first place, above life - then they are losing the power of true understanding, intelligence, and love, by greed their mind becomes impure, because of money they are destroying others and are one of destroyed. - **It is responsibility, law and also the law of the sea to provide assistance to injured seaman. Radisson's doctors are not responsible human beings because they acted under order and not according medical profession and ethic. Those who ordered it must pay for it.** "In law a man is guilty when he violates the rights of others. In ethics he is guilty if he only thinks of doing so." Immanuel Kant 1724-1804

From court document COUNT IV FAILURE TO TREAT

. . . 27. It was the duty of Defendant to provide Plaintiff with prompt, proper and adequate medical care. 28. Defendant through the ship's physicians and nurses negligently failed to promptly provide Plaintiff with prompt, proper, adequate, and complete medical care. This conduct includes, but is not limited to: sending plaintiff back to work on pain killers which caused plaintiff's injury from the accident to

become worse. a. Defendant not giving Plaintiff medical care in a timely manner after his initial injury; and/or - b. Defendant sending Plaintiff back to work on pain killers after she became injured which aggravated her injuries and made them worse. 29. As a direct and proximate result of Defendant's failure, Plaintiff suffered additional pain, disability and/or Plaintiff's recovery was prolonged. In addition, the Plaintiff was injured about her body and extremities, suffered physical pain and suffering, mental anguish, loss of enjoyment of life, physical disability, impairment, inconvenience on the normal pursuits and pleasures of life, feelings of economic insecurity caused by disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred additional medical expenses in the care and treatment of his injuries, suffered physical handicap, lost wages, income lost in the past, and her working ability and earning capacity has been impaired. The injuries and damages are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. . . " P and I insurer's appointed Dr. Milorad Stipanovic Occupational Medicine Specialist, Permanent Court Expert - said: "And you worked you have not been off sick. . . I had on ski and footbol 6 times regula externa . . . it's important to rest. Well, basic mistake is what they did not put you to rest, you know, this bandage is good, even somebody use longete, you know, ice at the beginning, rest. . . one month if there is no betterment than must go for x-ray, yes." But I have not been sent "have not been sent." I visited few orthopedist and each of them who saw these pictures said, first question was if my leg have been in plaster cast and all said if yes when it happened that I wouldn't have problems. "Yes, yes but it is so, but look, if doctor because of it on the ship or how it is on the merchant ship, I know . . . If there is no doctor on the merchant ship, then in the first port you can be sent to M. D. or orthoped . . . Something must be done, with you it was so... You can not go to physical therapy and work. . . . " This I emailed to VShips 2001 year. This is only part of recorded conversation with Dr. Stipanovic who deny many things he said and everything is recorded? I complained about him to Medical Board of Croatia, and here just one sentence: "The Commission considered Your petetion, all pertinent medical and other documentation as well as evidence of Dr. Stipanovic and concluded following: During your work on board a passenger ship you injured ankle, which have been immobilized, and orthopedic examination have been done app. 4 months after injury in the USA (San Francisco). . . ." After dr. Konce I do not trust doctors! I tried many times to find picture of dr. Konce on internet to see his face, now he is 73 years old I've seen hundreds of doctors but his face never (neither dr. Smith A. Ketchum, 74 years).

The ship m/v Seven Seas Navigator was not stable at sea, especially during high seas. Everybody knew it, because the ship was few days in shipyard and workers were putting more weight on the bottom of the ship, metal blocks for stability of the ship, so the Radisson also knows it - ship was unseaworthy. The ship was in shipyard in March 2000 in Panama more than two months after my injury. I've been injured during high seas. (see ships medlog on 17/01/00 seven crew members were seasick). The ship Seven Seas Navigator was built on the body of old Russian ship icebreaker in T. Mariotti Shipyard-Genoa, Italy, 1999. The ship have few decks and it was higher than normal for ship's stability. Radisson blame me for injury and unseaworthy ship m/s Seven Seas Navigator? From Court document Radisson's story? DEFENDANTS ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S . . . 1. The plaintiff was guilty of comparative negligence, which was proximate cause of her alleged injuries and any recovery by the Plaintiff must be reduced accordingly. . . . 2. . . . The Defendant is not responsible for said injuries, damages and disabilities. . . . 4. The Defendant affirmatively alleges that the Plaintiff's injuries alleged in part, where the result of a pre-existing injury or condition, which was not aggravated by the alleged accident claimed herein. . . . " Defendant claim this and never sent any requested document about my injury from ship's hospital, even not the last medlog record on 25-05-2000 when ship's doctor sent me to orthopedist? Why doctor did not send me to orthopedist ashore when I complained for pain on 6 and 20 May 2000? Dr. Konce claim under penalty of perjury that I have been in ship's hospital on 17/05/00 and got ankle brace? He is not blind I filled in form at Bay Medical Center with correct dates. Anyway Radisson never sent me documents about injury, have no right to speak anything in own defense, because hiding evidence-documents of my injury, Radisson in that way taking my proof for defence. Company waited 26 May 2000 my date of regular disembarkation, - and then

good-bye Ana ”and there are seafarers who submit unjustified requests, and even ascribe to events onboard a ship old injuries, which happened after disembarkation“, why company refused to send me that medlog? What to say about ship’s Official Log record and safety record about injury? (PSC on 24-05-2000). Company did not record these documents and breached US Law, ITF Agreement and Maritime laws and Bahamian laws? If you have from Court Protective order not to produce documents than is easy to speak: ”by the alleged accident claimed herein. . . The Defendant affirmatively alleges that the Plaintiff’s injuries alleged in part, where the result of a pre-existing injury or condition, which was not aggravated by the alleged accident claimed herein. . etc.“ You can even lie under penalty of perjury - because the law protects you. At Court Defendant Radisson quote examples of different cases for protective order. The first is: ”A protective order may be entered ‘to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense. . . Fed Civ. Pro. 26 (c). . . “If Radisson have ”bareboat charter for the ship“ then must produce Official ship’s Log about injury, ship’s safety record, medlog, etc. And if refuse to do that, then ITF must revoke Blue Certificate, Blacklist the ship and Company? Radisson is very clever not giving documents and speak like this above mentioned? Use common sense. At the end gets Protective order not to produce documents? In the Court case, Sponco Manufacturing, supra. ”If a plaintiff cannot proceed without certain evidence and the defendant fails to preserve that evidence, a default judgment may be entered against the defendant on that basis“. - ”Truth at last cannot be hidden. Dissimulation is of no avail.“ Leonardo Da Vinci - I emailed on 22 Sep. 2000 to ITF-Secretariat London: ”I did not receive any proof-documents: Log Book report from 17.01.2000 or safety officer record, nor medical record from ship’s doctors who examined me, from ship or V-Ships Monaco and I can not send him what I do not possess. It looks that without proof nothing happened, Mr. Macesic explained that seafarers sometimes asking things which are non-existent or injury happened before joining the ship. . . Why Company hiding my documents? Or willfully did not record four injury of crew members by defective shower doors and in that way breached all international laws? . . . and last time if you can help me to obtain requested documents which I will be able to send to Mr. Macesic and start examinations with company appointed doctor.“

- ”From: ana_colak@hotmail.com - To: navigator.crew@cruisemail.com - Subject: To: Master of the m/v Seven Seas Navigator - Date: Thu, 21 Sep 2000 11:36:17 GMT - . . . Mr. Rogers Graham from V-Ships Monaco informed me to contact P&I Club correspondent in Croatia Mr. Miroljub Macesic as their representative to help to solve my case on their behalf. Mr. Macesic asking for informations about injury and medical records from doctors who examined me. I do not have these proof documents of my injury. If you do not send me this time above mentioned documents it means that you as Master of the M/V Seven Seas Navigator intentionally hiding those documents and delaying whole process of solving the problem...“ I requested above mentioned documents many times directly from the ship, staff captain etc. VShips, ITF, etc. ”From: Navigator Staff Captain <NavStCapt@super-hub.com - and CC all email addresses of - VShips Hotel Crew, VShips Insurance, Navigator Master, - Subject: RE: Master of the M/VSeven Seas Navigator - Date: Sat, 23 Sep 2000 10:27:55 -0000 - Dear Mrs. Colak, Please be informed that all the existing documentation on your case has been duly transmitted to V Ships Leisure at the time of your disembarkation. As your matter is being dealt with by V Ships Crew Department and their local P&I correspondent, please refer to them for any query you may have. Best regards, Staff Captain F. Mazza“

”To: Master of the M/V Seven Seas Navigator - From: Ana Colak - . . . I am still waiting to receive my documents. Log Book can not be sent to V Ships Monaco because it is official ship's document and stays all the time on board and must be available for inspection of Port Authorities, Coast Guard and other international agencies. First tell me on what page is recorded report of my injury on 17 January 2000. Second: I need copy of that page and waiting now. . . . “

I’ve got hope after received fax (see page 57) on 12 Sep 2000 from ”Stampatto da Fit Cisl - Titolo: Ana Colak Injury - martedi 12 settembre 2000 12.35.01 Pagina : 1 di 1 – Messaggio Da: FIT-Settore Marittimi Oggetto: Ana Colak - Injury – Dear Mrs. Colak, Following your fax on 7 September 2000, in which you ask for documents about your injury, we have sent a fax to V.Ships Monaco explaining that you have right to receive them as soon as possible. We are waiting for replay and we will inform

you. Yours Sincerely. Remo Di Fiore National Responsible FIT/CISL ITF Marittimi Roma.“ - I never received any documents about my injury? What Radisson and its agents can say in own defence? What happened if Company hide or destroy documents: ”As the Third District observed in Figgie International, Inc. V. Alderman, 698 So.2d563 (Fla. 3d DCA 1997), rev. Dismissed, 703 So.2d 476 (Fla. 1997), a trial court entered a default judgment against a defendant for numerous discovery violations, including destruction of relevant documents. On appeal, the Third District Court of Appeal affirmed. It agreed with the trial court that defendant violated the discovery rules wilfully and in bad faith. Therefore, it found that the most severe sanctions-entry of a default judgment-was justified.“ Source 2002 Handbook on Discovery Practice Joint Committee of The Trial Lawyers Section of The Florida Bar, the Conference of Circuit Court Judges, and the Conference of County Court Judges. - Why Judge issued Protective order for Radisson? It is clear. Why Judge did not reopen case? It is clear. M/S Seven Seas Navigator had - Ship Manager(s) Port State Control from PSC organisation US Coast Guard U.S.A port of inspection MSO Los Angeles/Long Beach on 24-05-2000 Detention - No - Deficencie 0. On 26-05-2000 Mr. Barry Binsky ITF inspector was on board the ship - why he did not obtain Official Log Book, and other documents for injured seaman? Radisson took deposition of ITF inspector Barry Binsky on Thursday March 25, 2004? Now is very clear why Radisson ordered ship's doctors to hide cause of injury - falling shower doors - because of ship detention and have "agents" who protect Radisson? Few days before I left the ship - shower door fell on bedroom stewardess Tanja from Bulgaria, married with son and daughter (both in High school) living in Canada. Tanja told me that she came to work on board because of some financial problems. She was cleaning floor and shower door fell of hinges and hit her head. She complained about pain and ship's doctor gave her pain killer pills, and Tanja told me that she don't know what to do because of head pain. I never heard about her anymore but I have her picture, are you alive? Do you think that dr. Bo Lindquist correctly recorded her injury in official medlog? If yes probably he would write "Had headache this morning" of course will not write cause shower door fell on her head. And is it recorded in Official Log, ship's safety record? On 24-May 2000 US Coast Guard Inspection did not find any Deficience of the ship and no Detention of m/s Seven Seas Navigator in L.A. Radisson claim "Radisson has a bareboat charter for the vessel" and with this also claim that is responsible for defective shower door and injured seaman. So all were involved in my permanent injury-disability, loss of profession at sea and on land, (see doctors medical findings).

First: Radisson and VShips - During my employment two captains worked on the ship, first Alfredo Romeo and at the end of my contract was older Captain whom I don't know name and staff captain Fausto Mazza who knew very well about everything on the ship - did they record in Log all injuries and falling of shower doors, did they inform US Coast Guard about falling doors? If yes why ship was no detention in L.A, 24-May 2000? - Radisson's ship doctors, and Dr. Allan Konce and PAC Lisa Few they wilfully (US wilfully) breached law and Hippocratic Oath - Medical Board of California protected guilty, ITF inspector Barry Binsky, and other inspectors, and ITF London, ITF FIT CISL Roma did not help me to obtain any of internationally obligatory recorded documents about my injury or protected me - revocation of BLUE CERTIFICATE and Blacklisting of the m/v SEVEN SEAS NAVIGATOR and Company because of breach Collective Bargain and contract of employment, refused to provide me with prompt, proper and adequate medical care, etc.

"Justice begins only when the mind is very clear and when there is compassion." J. Krishnamurti

I told one my friend about this story and she answered: "Sorry but I think that everybody got money for your injury except you." I answered that I don't know it but it is common that those who make false documents get money for their services, and also those who intentionally in any way lawfully or unlawfully hide documents to protect others who are guilty.

Everything is clear from beginning to the end. Why Judge closed my case? Mr. Lipcon got warrant to arrest and sale the ship and all what is on the ship 2001. year - in Figgie International, Inc. V. Alderman, "a trial court entered a default judgment against a defendant for numerous discovery violations, including destruction of relevant documents. . . most severe sanctions-entry of a default judgment-was justified" - What if Plaintiff do not want to accept ANY amount for settlement? - following default judgment - arrest and sale of the Radisson's "bareboat charter for the ship".

Owner of the m/s Seven Seas Navigator is Celtic Pacific Ltd. Southampton, UK. What? Jury could decide if case was not closed? Of course Radisson got Protective Order not to produce documents which have not been recorded on board m/s Seven Seas Navigator? M. Macesic attorney at law representative of P&I ship's insurer say: "How you submitted request for specified payments, then is normal that from you are requested documents which confirm validity for those payments. . . you will understand that there are seafarers who submit unjustified requests, and even ascribe to events onboard a ship old injuries, which happened after disembarkation, and for that reason each case must be carefully established and documented." I also demand my documents for my defense? Selecta Magazine, June 1989 article "The Attorney Who Never Loses" by Victoria Puig de Lange, Mr. Lipcon says: "I want my clients to feel that I am not afraid to face any opponent, no matter how powerful he may be. That is what is great about the court system. There, we are all equals." Does the judge Joan A. Lenard think that we are all equals at court? DEFENDANT'S MOTION FOR PROTECTIVE ORDER AND OBJECTIONS TO PLAINTIFF'S NOTICE TO PRODUCE DOCUMENTS. . . . June 14 2004. 2. . . . In her deposition notice, the Plaintiff has identified fourteen (14) areas of inquiry and requested production of documents in seven (7) different areas. . . . 3. . . . , the Defendant has objections to several areas of inquiry and/or request for production documents. . . . 6. Areas of inquiry numbers 10, 11, 12, 13, and 14 is not information within the Defendant's possession. Such areas of inquire are properly directed to the Plaintiff's employer (Here I will mention which is not sued - VShips "living" somewhere in Monaco, I added this) who would be responsible for payment of the Plaintiff's wages and payment of maintenance and cure. (Defendant denies that Plaintiff is owed or entitled to maintenance and cure pursuant to general maritime law of the United States under the circumstances and facts of this case (Radissons' words) . . . 8. As to the documents requested to be produced at the deposition, this Defendant objects as follows. . . ." Also on 07/19/2004 court document 88 "GENERAL MOTION by Radisson Seven Seas in limine for the exclusion of certain materials at trial (wc) [Entry date 07/20/04]. I remind Radisson that Radisson have "bareboat charter for the ship" and injury happened because of defective shower doors on Radisson's unseaworthy ship and Radisson did not fix doors neither warned me about danger. Defective shower doors, maintenance file, safety records and log book is not business of "Employer" which paying wages etc. Radisson have "bareboat charter for the ship". Is it clear? And also those who share profit must share and pay for risks. Injury was not my fault!

"Recompense injury with justice". Confucius

- When federal court issued Warrant to arrest and sale ship Seven Seas Navigator (Count I Jones Act Negligence, - Count II Unseaworthiness, - Count III Failure to Provide Maintenance and Cure, - Count IV Failure to Treat, - Count V in Rem Action Against Defendant Vessel). And my lawyer Mr. Lipcon in lawsuit asked from court for: ". . . 18. On or about the previously stated date the unseaworthiness of Defendants' vessel was a legal cause of injury and damage to Plaintiff by reason of the following: a. The vessel was unsafe and unfit due to the conditions created by Defendant as follows:. . . 19. As a result of the unseaworthiness of the vessel, the Plaintiff was injured about her body and extremities, suffered physical pain and suffering, mental anguish, loss of enjoyment of life, physical disability, impairment, inconvenience on the normal pursuits and pleasures of life, feelings of economic insecurity caused by disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of her injuries, suffered physical handicap, lost wages, income lost in the past, and her working ability and earning capacity has been impaired. The injuries and damages are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition plaintiff in the past and in the future has lost the fringe benefits that come with his job, including but not limited to found, free food, free shelter, free medical care, free uniforms, vacation, and free air line ticket home and back. WHEREFORE, Plaintiff demands all damages entitled by law and demands jury trial of all issues so triable. . . 22. Under the General Maritime Law, Plaintiff, as a seaman, is entitled to recover maintenance and cure from Defendant, until she is declared to have reached maximum possible cure. This includes unearned wages (regular wages, overtime, vacation pay and tips), which are reasonably anticipated to the end of the contract or voyage which ever is longer. . . 23. Defendant

willfully and callously delayed, failed and refused to pay Plaintiff's entire maintenance and cure so that Plaintiff has become obligated to pay the undersigned a reasonable attorney's fee.

24. Defendant's failure to pay Plaintiff's entire maintenance and cure is willful, arbitrary, capricious, and in callous disregard for Plaintiff's rights as a seaman. As such, Plaintiff would be entitled to attorney's fee under the General Maritime Law of the United States. . . 31. This is an action to enforce the named plaintiff's maritime liens for her damages, injuries, wages, overtime and penalty wages against vessel 32. The vessel is presently located or will be located at the Port Everglades, Ft. Lauderdale, Florida. Wherefore plaintiffs demand judgement in rem against the vessel M/S Seven Seas Navigator for damages and costs as allowed by law. Further plaintiff demands that the vessel be condemned and sold and that the proceeds of the sale be distributed according to law."

"Every court should watch with jealousy an encroachment upon the rights of seamen because they are unprotected and need counsel...." Justice story, 1823

I will finish from fax to Judge on 5 October 2005, 10 pages - Open Letter to Judge

"I did not receive ship's documents about my injury which are essential for court process. Radisson escaped to produce documents which will punish own wrongdoings - now we can not show it because you granted protective order and punished me because my lawyer did not disclose expert witness and you closed case?" - (You will not believe how money doctors can be greedy? How far they can go to get MONEY from injured person and what they are ready to do? "The love of money is the root of all evil." I Timothy, 6:10 - BIBLE

"But all legally granted protective orders not to produce documents can not hide undisputed documented facts and truth. Now looks according law and the Court accepts that whatever Radisson wrote is true, when it is not - case is closed? Those undisputed facts show that Radisson lost case long time ago, but you also lost as human being. Here because of space I can not attach all original documents, which could be presented at trial if you did not close the case? and prevented my lawyer to show undisputed facts to speak for itself, for it need to be written book or story to write on internet where more space is available than this 10 pages of fax. . . . Why you waited so long time to make decision to deny motion for reconsideration to reopen my case from August 2004 to March 2005 it was 7 months? These pleadings are for JUSTICE for TRUTH, for your humaneness but you covered it in darkness and closed your heart. You did not punish myself you punished yourself. You forgot that Radisson demanded jury: "The Defendant demands trial by jury of all issues triable right by jury" on 03/05/2003 and Radisson also oppose it? on August 27, 2004: "Defendant's Opposition to Plaintiff's Motion for Reconsideration of the Order Striking Plaintiff's Pleadings". Why Radisson changed own attitude, because was afraid of undisputed true facts. You should give chance to Radisson for trial? This process was about my injury and what Radisson did wrong and not my lawyer and you prevented that true facts and proofs show it, what is justice?

. . . At age of 41 disable is very difficult to get job on cruising ships especially if you did not work for some time and if you sued shipping company and are on blacklist of manning agents. In my country is also difficult to find job (350 000 people are unemployed) at this age I did not get job until now, I am unemployed. I needed new job so I enrolled for Computer operator I deegre (basic skills) at DuNet Internet Consulting and Education, Dubrovnik - in cooperation with Pro Anima open learning center from Zagreb. When I succesfully finished final exam I paid my fees on 31 Jul 2003. Amount total 2907,26 kuna (around \$600). On the receipt I've got discount: "Remark: Discount is given 15% on the basis of 30% disability". Wherever I applied for job one of the conditions was basic knowledge of computer skills. Average monthly celery for workers in Croatia is around 3500 to 4500 kuna \$700-900 on the ship with tips I earned \$4000 - a month 20,000 kuna. Money we need to sustain us in this life but justice and truth is more worth than money even if it brings hardships and suffering in life. Radisson claim its not my employer why than was offering me few times money to settle case? I worked 10 years on cruising ships. I've lost profession at sea and land, I finished Hotel school, profession - hotel housekeeper."... (I wrote to my lawyers in Jun 2003 "I was ready to EARN money with my hands and endure hard work on the ship and enjoy the fruit of it." But this accident changed all my life. I answered to Radisson's question in Interrogatories on April 2004 under: "13. Please identify all employers. . . . I registered with Job

Center to obtain suitable job because of big rate of unemployment persons especially over forty years in Croatia. I didn't receive any suitable job from Job Center until today. I am registered as disabled person 30%. - "Dubrovnik, 28th June, 2001 - The Croatian Pension Insurance Administration, Branch Office in Dubrovnik, pursuant to Article 105 and 110 of the Pension Insurance Act (Official Gazette No. 102/98 - hereinafter to be referred as: ZOMO), and Article 16 para 1 of the Croatian Pension Insurance administration (Official Gazette No. 163/98 - hereinafter to be referred as: Statute) has herewith brought the following D E C I S I O N - I. ANA ČOLAK, born 21.07.1960, has been ascertained a physical damage of 8th grade (30%) incurred as a consequence of an injury. II. She is not entitled to any compensation for the physical damage. EXPOSITION that according to the findings and opinion of an authorized expert in Dubrovnik file No. 57-11/2001 dated 13th June, 2001, a physical damage of the insured has been ascertained in accordance with the List of Physical Damages, as follows: . . . "During employment seaman is insured by shipping Company insurer. Here I will again quote insurer P and I club - Assuranceforeningen Gard from Norway appointed own orthopedist: "Injury to the left foot ankle on 17/01/2000 on board a ship/employed as a stewardess. Practically no treatment until 26/05/00, when first examination was made by an orthopedist in San Francisco. . . . The condition may be considered as definite - the remaining consequences are permanent. Made in Rijeka, 18/10/00)" After physical therapy finished on 3 April 2001 Specialist for Occupational medicine Dr. Branko Dukic in Dubrovnik wrote: "The stated diagnosis represents permanent obstacle for future employment on board a ship. General work ability significantly reduced, especially for work requesting larger physical effort, longer periods of standing, work in strained position. I suggest re-training into eventual office worker". - I do not trust human justice. There are values more worth than money. Radisson objects that: "Therefore, this Court should not permit any reference to the wealth or poverty of Plaintiff" from Motion for Summary Judgement. "Reference to Plaintiff's limited resources or need for financial compensation will serve only to prejudice the jury against Defendant and in favour of Plaintiff". How true undisputed facts can prejudice the jury? My first lawyer was working on contingency fees, I was looking for second lawyer who will accept my case on contingency fees, after you closed case I was looking for a new lawyer who will accept case on contingency fees - why because I have no money to pay lawyer. If I have money then I would pay new lawyer and go to the end." Radisson and all its shareholder partners still running their business? And I? Injury is not my fault, ship's doctors did not treat me at time of injury, I've lost unearned money in the past, in the future and profession at sea and land. I still wanted to work on the ship, but because of "had a trauma against left ankle", and "uncomplicated left ankle sprain" I cannot.

I am living in Dubrovnik and every day I see Radisson Blu Resort/Spa (Sun gardens) big hotels and apartments where Radisson every season employ 500 workers, and in the summer I see in port Dubrovnik the ship m/v "Seven Seas Navigator" flying new flag - Bermuda UK and new owner?

"As in law so in war, the longest purse finally wins". Mahatma Gandhi (he was lawyer) and I can add another thing: "War does not determine who is right - only who is left". Bertrand Russell.
- Case is over but truth is not. -

"The pursuit of truth will set you free; even if you never catch up with it." Clarence Darrow
 "Human progress is neither automatic nor inevitable... Every step toward the goal of justice requires sacrifice, suffering, and struggle; the tireless exertions and passionate concern of dedicated individuals." Martin Luther King, Jr. 1929-1968

"Good people do not need laws to tell them to act responsibly, while bad people will find a way around the laws." Plato

"Let justice be done, though the heavens fall." Legal maxim *From the Latin 'Fiat justitia ruat coelum'.* Usually attributed to Lucius Calpurnius Piso Caesoninus, Roman statesman

Of liberty I would say that, in the whole plenitude of its extent, it is unobstructed action according to our will. But rightful liberty is unobstructed action according to our will within limits drawn around us by the equal rights of others. I do not add 'within the limits of the law,' because law is often but the tyrant's will, and always so when it violates the right of an individual."

Thomas Jefferson 1743-1826 - president USA

“Laws are like spiders' webs which, if anything small falls into them they ensnare it, but large things break through and escape“ Solon - - - - - “Take all the robes of all the good judges that have ever lived on the face of the earth, and they would not be large enough to cover the iniquity of one corrupt judge.” Henry Ward Beecher (Liberal US Congregational minister, 1813-1887)

- Here I attach one text written some 400 years ago for you judge to read and there are also some similar things about my case to date. Of Judicature by Francis Bacon 1561-1626

Judges ought to remember, that their office is jus dicere, and not jus dare; to interpret law, and not to make law, or give law. Else will it be like the authority, claimed by the Church of Rome, which under pretext of exposition of Scripture, doth not stick to add and alter; and to pronounce that which they do not find; and by show of antiquity, to introduce novelty. Judges ought to be more learned, than witty, more reverend, than plausible, and more advised, than confident. *Above all things, integrity is their portion and proper virtue.* Cursed (saith the law) is he that removeth the landmark. The mislayer of a mere-stone is to blame. *But it is the unjust judge, that is the capital remover of landmarks,* when he defineth amiss, of lands and property. *One foul sentence doth more hurt, than many foul examples. For these do but corrupt the stream, the other corrupteth the fountain. So with Solomon, Fons turbatus, et vena corrupta, est justus cadens in causa sua coram adversario.* The office of judges may have reference unto the parties that use, unto the advocates that plead, unto the clerks and ministers of justice underneath them, and unto the sovereign or state above them. First, for the causes or parties that sue. There be (saith the Scripture) that turn judgment, into wormwood; and surely there be ako, that turn it into vinegar; for injustice maketh it bitter, and delays make it sour. *The principal duty of a judge, is to suppress force and fraud; whereof force is the more pernicious, when it is open, and fraud, when it is close and disguised.* Add thereto contentious suits, which ought to be spewed out, as the surfeit of courts. *A judge ought to prepare his way to a just sentence,* as God useth to prepare his way, by raising valleys and taking down hills: so when there appeareth on either side an high hand, violent prosecution, cunning advantages taken, combination, power, great counsel, then is fte virtue of a judge seen, to make inequality equal; that he may plant his judgment as upon an even ground. Qui fortiter emungit, elicit sanguinem; and where the wine-press is hard wrought, it yields a harsh wine, that tastes of the grape-stone. *Judges must beware of hard constructions, and strained inferences; for there is no worse torture, than the torture of laws.*

- It is a strange thing to see, that the boldness of advocates should prevail with judges; whereas they should imitate God, in whose seat they sit; who repressenth the presumptuous, and giveth grace to the modest. But it is more strange, that judges should have noted favorites; which cannot but cause multiplication of fees, and suspicion of by-ways. *There is due from the judge to the advocate, some commendation and gracing, where causes are well handled and fair pleaded; especially towards the side which obtaineth not; for that, upholds in the client, the reputation of his counsel, and beats down in him the conceit of his cause.* There is likewise due to the public, a civil reprehension of advocates, where there appeareth cunning counsel, gross neglect, slight information, indiscreet pressing, or an overbold defence. And let not the counsel at the bar, chop with the judge, nor wind himself into the handling of the cause anew, after the judge hath declared his sentence; but, on the other side, let not the judge meet the cause half way, nor give occasion to the party, to say his counsel or prooffe were not heard. . . . *Let not judges also be ignorant of their own right, as to think there is not left to them, as a principal part of their office, a wise use and application of laws. For they may remember, what the apostle saith of a greater law than theirs; Nos scimus quia lex bona est, modo quis ea utatur legitime.*“

Here I dedicate this to all people

Conceive the truth with the greatest might lying dormant within you, and shall you not find the strenght, you shall suffer misfortune and succumb to the world of the irrational and the ignorant. You shall bring suffering to others and you shall suffer yourself. You shall be destroyer and the destroyed one.

Ivica, 1979 - All the Best -



For Seamen



Classification Social Security - Subject Seafarers - Holidays with Pay (Sea) Convention, 1936 Sickness Insurance (Sea) Convention, 1936 - Shipowners' Liability (Sick and Injured Seamen) Convention, 1936 is an International Labour Organization Convention.

It was established in 1936, with the preamble stating: Having decided upon the adoption of certain proposals with regard to the liability of the shipowner in case of sickness, injury or death of seamen,...[1]

The Convention was ratified by the United States Senate and made effective by proclamation of the President on 29 October 1939, 54 Stat. 1663, 1704. In *Warren v. United States*, 340 U.S. 523 (1951), the Supreme Court considered the application and interpretation of Article 2 of the Convention in a seaman's case against his employer, the United States, in its capacity as owner of the merchant ship *S. S. Anna Howard Shaw*.

While on shore leave, the seaman visited a dance hall. An adjoining room overlooking the ocean had French doors that opened to an unprotected ledge. The seaman stepped out onto the ledge, lost his balance, and fell. He sued to recover maintenance and cure. The district court awarded maintenance and cure and the Second Circuit Court of Appeals disallowed it. Reversing, the Supreme Court noted: "The Convention was a product of the International Labor Organization. Its purpose was to provide an international system of regulation of the shipowner's liability. That international system was aimed at providing a reasonable average which could be applied in any country. . . . The aim indeed was not to change materially American standards but to equalize operating costs by raising the standards of member nations to the American level." From Wikipedia

47 F.3d 1120 - 1995 A.M.C. 1360, 63 USLW 2605 - Mario FLORES, Plaintiff-Appellant, v. CARNIVAL CRUISE LINES, Defendant-Appellee. *No. 93-5209*. United States Court of Appeals, Eleventh Circuit. *March 21, 1995*.



II. DISCUSSION

We review de novo a district court's grant of summary judgment, considering the evidence in the light most favorable to Flores. *First Union Discount Brokerage Serv. v. Milos*, 997 F.2d 835, 841 (11th Cir.1993). Because we have no precedent directly addressing the issue of whether a sick or injured seaman whose income consisted primarily of tips may recover lost tip income as part of the wages remedy, we consider the purposes and policy underlying the maritime remedy for wages, the decisions of courts that have considered similar questions under the rubric of nonmaritime workers' compensation law, and the actual wording of Flores's contract. These factors lead us to conclude that Flores may recover his average tip earnings as unearned wages.

A. THE INCLUSION OF TIPS IN THE MEASURE OF UNEARNED WAGES UNDER ADMIRALTY LAW

1. The Purpose and Policy Underlying the Wages Remedy

Under general maritime law, Flores is entitled to bring an action for "maintenance and cure," a remedy available to compensate seamen who fall ill or become injured during their employment. "The cause of action for maintenance and cure includes three specific items of recovery: (1) maintenance, which is a living allowance; (2) cure, which covers nursing and medical expenses[;] and (3) wages." Herbert R. Baer, *Admiralty Law of the Supreme Court* 6 (3d ed. 1979); see 1B Benedict on Admiralty Sec. 43 (Aileen Jenner ed., 7th ed. 1994); Grant Gilmore and Charles L. Black, Jr., *The Law of Admiralty* 309 (2d ed. 1975). Unearned wages are measured from the time of the seaman's incapacity until the end of his employment contract. See *Archer v. Trans/American Serv., Ltd.*, 834 F.2d 1570, 1575 (11th Cir. 1988).

Although the recovery of unearned wages technically is a separate element of recovery from those for maintenance expenses or cure expenses, "it is settled law that wages is a basic component of an award of maintenance and cure." *Id.* at 1574. For that reason, our references to "maintenance and cure" are meant to include the wages remedy. Maintenance and cure is a remedy with roots in the medieval sea codes; 1 it is a remedy designed to protect seamen from the perils of living and

working at sea. To recover in a maintenance and cure action, the seaman need not suffer from illness or injury that is causally related to his duties, *Calmar S.S. Corp. v. Taylor*, 303 U.S. 525, 527, 58 S.Ct. 651, 653, 82 L.Ed. 993 (1938), as long as the seaman's incapacitation did not result from his own wilful misconduct. *Garay v. Carnival Cruise Line, Inc.*, 904 F.2d 1527, 1530 (11th Cir.1990), cert. denied, 498 U.S. 1119, 111 S.Ct. 1072, 112 L.Ed.2d 1178 (1991).²

15 - The seaman's right to maintenance and cure was firmly endorsed in *Harden v. Gordon*, a famous circuit opinion by Justice Story:

16 Seamen are by the peculiarity of their lives liable to sudden sickness from change of climate, exposure to perils, and exhausting labour. They are generally poor and friendless, and acquire habits of gross indulgence, carelessness, and improvidence. If some provision be not made for them in sickness at the expense of the ship, they must often in foreign ports suffer the accumulated evils of disease, and poverty, and sometimes perish from the want of suitable nourishment. Their common earnings in many instances are wholly inadequate to provide for the expenses of sickness

17 - 11 F.Cas. 480, 483 (C.C.D.Me.1823) (No. 6,047). The Supreme Court has noted that "[i]t has been the merit of the seaman's right to maintenance and cure that it is so inclusive as to be relatively simple, and can be understood and administered without technical considerations." *Farrell v. United States*, 336 U.S. 511, 516, 69 S.Ct. 707, 709-10, 93 L.Ed. 850 (1949).

18 -The traditional breadth of the remedy, as well as its nature and purpose, support Flores's contention that the measure of his unearned wages should include the tips he would have earned had he not become disabled. The Supreme Court has repeatedly declared that "the shipowner's liability for maintenance and cure was among 'the most pervasive' of all and that it was not to be defeated by restrictive distinctions nor 'narrowly confined.'" *Vaughan v. Atkinson*, 369 U.S. 527, 532, 82 S.Ct. 997, 1000, 8 L.Ed.2d 88 (1962) (quoting *Aguilar v. Standard Oil Co.*, 318 U.S. 724, 730, 735, 63 S.Ct. 930, 933, 936, 87 L.Ed. 1107 (1943)). Moreover, "[w]hen there are ambiguities or doubts, they are resolved in favor of the seaman." *Vaughan*, 369 U.S. at 532, 82 S.Ct. at 1000. The purposes of the maintenance and cure remedy include protecting "poor and friendless" seamen, encouraging shipowners to guard the safety and health of working seamen, and inducing seamen to accept duty at sea. *Calmar*, 303 U.S. at 528, 58 S.Ct. at 653.

19 - The remedy has served its purposes well over the centuries. Until recently, no luxury cruise ships, no cabin stewards, and no system of compensation through tips from passengers existed to complicate the disabled seaman's simple right to recover wages. It is altogether fitting, however, that an ancient remedy born of the reality of the seaman's position should be applied to fit the reality of our modern times. That reality is reflected in the contract between Carnival and Flores, which acknowledges that the bulk of Flores's compensation would come not from the mere pittance of \$45 a month that Carnival agreed to pay, but from the hundreds of dollars in tips Flores would receive each week from Carnival's passengers, at Carnival's urging. The contract itself stated the shipowner's own expectation that Flores's tips could be as much as twenty times more than his salary, which amounted to less than two dollars a day. That is the reality of the situation.

1 - For example, Art. VII of the Laws of Oleron, an ancient maritime code dating to approximately 1200 A.D., states: If it happens that sickness seizes on any one of the mariners, while in the service of the ship, the master ought to set him ashore, to provide lodging and candlelight for him, and also to spare him one of the ship-boys, or hire a woman to attend him ... [.] [I]f he recover, he ought to have his full wages, deducting only such charges as the master has been at for him. And if he dies; his wife or next kin shall have it.

1B Benedict on Admiralty Sec. 41. Other ancient sea codes contain similar provisions.

2 - In addition to the right of maintenance and cure, an injured seaman has two other possible avenues of recovery for an injury: (1) an action under general maritime law for unseaworthiness, *Mitchell v. Trawler Racer, Inc.*, 362 U.S. 539, 548-49, 80 S.Ct. 926, 932, 4 L.Ed.2d 941 (1960); and (2) a statutory remedy under the Jones Act, 46 U.S.C. Sec. 688, for any breach of the employer's duty, including negligence. No allegations of unseaworthiness or negligence have been made in this case. See more on: bulk.resource.org - CC0 | TRANSFORMED BY PUBLIC.RESOURCE.ORG

TRUE STORIES

Stories which I personally heard from injured seafarers from cruising ships in Dubrovnik.

Dubrovnik is port of call for many cruising ships. During season there are few thousand passengers almost every day in Dubrovnik. Ship insurer had contract with Dubrovnik hospital to treat injured seafarers and passengers. Later new contract was made with private clinic also in Dubrovnik for treatment of crew and passengers. How insurer's doctor treated crew.

Crew member spent leave one month on the ship

Young blond assistant waitress 22 years worked two contracts on the ship. She had to carry plates on big tray on her shoulder. At the end of second contract had problems with her back. Ship's doctor told her that is some muscles problem and she was off sick got pain killers and massage. Her contract finished and she signed off, but company kept her on board in her cabin for one month. Ship from Caribbean arrived in Dubrovnik, and company sent her to orthopedist. Physical therapy in Dubrovnik hospital and pain killer tablets everyday. Three weeks later Company sent her with taxi driver to Split, five hours drive in one way for MRI to dr. Kalajzic Diagnostic Center. In the evening she returned back with MRI picture. She was still few days in Dubrovnik and orthopedist (now working in private clinic for treating crew from cruising ships) wrote that she can work and sent her home. Last evening she told me that she feels pain and was crying. I told her to visit her doctor at home and check internet and find maritime lawyer in Miami and that for seaman it is free, on contingency basis - maybe he can help. Next day by bus she left to Skopje, capital of Macedonia (FRY) and from Skopje to Strumica her home town. I never heard about her anymore.

Damian, black man from Grenada, have three children, second contract, job on the ship utility. Injured back in the kitchen, slip and fall, ship was in Spain. Company sent him to hospital got picture of his injured back. Did not work, two weeks later ship arrived in Dubrovnik. He was also sick, doctors thought he have cancer, but it was wrong diagnosis. He was taking pain killer tablets and full bag of other tablets every day. One month ship's agent driver was coming and taking him everyday to hospital for some medical exams. Doctor, same person as from previous story, did not give him any medical findings? Someone told Damian to ask doctor medical findings, but doctor refused to give him any medical findings. Friends helped Damian and he phoned to ambassador of Grenada in London. Next day ambassador phoned to Dubrovnik hospital and talked with Damian's doctor, two days later Damian got all his medical findings. After 46 days in Dubrovnik company sending Damian home. Medical officer for crew from Miami phoned Damian that he is not having problems with his back? Damian did not know to use internet and computer. Friends informed one maritime lawyer in Miami about Damian's condition and sent his medical findings and picture of his injured back taken in Spain. Damian was really sick and because he had no money asked for sick wages. Company sent \$150 to Grenada, booked his air ticket for New York and informed him that all hotels are booked and he spent 8 hours in New York airport waiting for flight to Grenada. Company offered Damian \$10,000 for his injury. How this case finished I don't know.

Bento from Sao Paulo, Brasil, cook, worked 7 years on the ship. Had some problem with his right elbow. In Dubrovnik port has been sent to hospital. After physical therapy two or three weeks doctor (same doctor who treated Damian and girl from Macedonia) decided to operate Bento's elbow. After doctor operated his elbow, he could not move fingers on his right hand. Bento already was more than 40 days in Dubrovnik. Company decided to send him back home. He informed lawyer in Miami about everything, and lawyer contacted company. Company arranged that Bento undergo second surgery in Miami private clinic. Bento left Dubrovnik. In Dubrovnik Bento met girl also from Sao Paulo, mother of two children, injured on ship, she underwent back surgery in Dubrovnik hospital. Stayed in Dubrovnik two months get depressed. Company sent her best friend who also worked on the ship to Dubrovnik to make company for her. Injured girl found lawyer. . . .

Filipino worked on the deck few years on the ship. On the German cruising ship Italian port authority wanted to see readiness of the ship for real fire on board. Filipino was fireman and he

wore his fireman suit with mask, bottle with air on his back, camera, boots etc. Port authority wanted that he carry alive “injured man” two decks upstairs because in real fire elevators are not in use. When he somehow did it got heart attack and fell. By helicopter was transferred to Dubrovnik hospital. Surgery on heart, by pass, survived. He was almost one month in Dubrovnik, his wife was on the same ship hotel officer and was visiting him when ship on its regular schedule visited Dubrovnik. Company first wanted to send him to Filipines with doctor who will accompaigh him on his air-flight. He asked me will he get job again on the ship. I told him that is very difficult option, because if he get again heart attack than company could have problems if he sue the company. He said that he does not like to sue company because his wife working on the ship.

So, the lesson here is a very simple one: do not automatically assume that your doctor's diagnosis must be right. If you are at all unhappy about the diagnosis - and feel that your doctor could be wrong - insist on a secoud opinion. . . Second, you must learn to stand up for yoursef when dealing with doctors. If you don't, then the chances are high that you will be treated without respect. Don't be concerned that by sticking up for yourself you will annoy your doctor and possibly endanger the treatment you receive. All the available evidence shows very clearly that patients who are aggressive and demanding (and, as a result, often unpopular with doctors and nurses), and who ask questions and insist on being told that is happening to them - and why - not only stand a much better chance of getting better but also get better far quicker too. Dr. Vernon Coleman - HOW TO STOP YOUR DOCTOR KILLING YOU (visit website of this doctor)

I am on this picture - housekeeping department on the ship m/v Seven Seas Navigator, year 2000



Doesn't matter what is your religion, nationality, sex, or skin colour, or are you doctor, seafarer, worker, peasant, atheist or theist - if you are, who you are - than you are light for others - be light. Ivica



The wind of the desert sweeps away all trace of the traveller. The sole imprint is the footsteps of the present. The past, the future. . . sands blown by the wind. J. Krishnamurti - From Darkness to Light
Circumstances and conditions rule the ignorant. The knower of reality is not compelled. The only law he obeys is that of love. Nisargadatta Maharaj - I AM THAT

The probability that we may fail in the struggle ought not to deter us from the support of a cause we believe to be just. Abraham Lincoln - - - - - Nothing is to be preferred before justice. Socrates

Justice is a temporary thing that must at last come to an end; but the conscience is eternal and will never die. Martin Luther - - - - Let justice be done through the heavens fall. Roman Maxim

The court is most merciful when the accused is most rich. Hebrew Proverb

Time is the justice that examines all offenders. William Shakespeare

Law and justice are not always the same. When they aren't, destroying the law may be the first step toward changing it. Gloria Steinem - - - - Justice is incidental to law and order. J. Edgar Hoover -

Good people do not need laws to tell them to act responsibly, while bad people will find a way around the laws. Plato (Ancient Greek Philosopher 428 BC-348 BC)

The purpose of the law is not to prevent a future offense, but to punish the one actually committed. Ayn Rand 1905-1982 - - - Law never made men a whit more just. Henry David Thoreau 1817-1862

I don't eat anything offered by miserly people (*kripan*). Their wealth is squandered in these ways: first, litigation; second, thieves and robbers; third, physicians; fourth, their wicked children's extravagance. . . The rich are especially hounded, for they lose their money from four sides: lawyers, thieves, doctors, and bad boys. Sri Ramakrishna KA 5.135

No oppression is so heavy or lasting as that which is inflicted by the perversion and exorbitance of legal authority. Joseph Addison

Authority has every reason to fear the skeptic, for authority can rarely survive in the face of doubt. Robert Lindner - - - - Nothing strengthens authority so much as silence. Charles De Gaulle

No statement should be believed because it is made by an authority. Hans Reichenbach

If a man meets with injustice, it is not required that he shall not be roused to meet it; but if he is angry after he has had time to think upon it, that is sinful. The flame is not wring, but the coals are. Henry W. Beecher - -We are in bondage to the law so that we might be free. Marcus Tullius Cicero

As you press on for justice, be sure to move with dignity and discipline, using only the weapon of love. Let no man pull you so low as to hate him. Always avoid violence. Martin Luther King, Jr.

Reconciliation should be accompanied by justice, otherwise it will not last. Corazon Aquino

Who checks the evil deeds he did by doing wholesome deeds instead, he illuminates the world like the moon freed from a cloud. Angulimala - former murderer (Buddhism from Theragatha)

Trickery succeeds sometimes, but it always commits suicide. Kahlil Gibran

In plain truth, lying is an accursed vice. We are not men, nor have any other tie upon another, but by our word. Michel Eyquem De Montaigne

If you are distressed by anything external, the pain is not due to the thing itself but to your own estimate of it; and this you have the power to revoke at any moment. Marcus Aurelius

The scars you acquire by exercising courage will never make you feel inferior. D. A. Battista

Take away love, and our earth is a tomb. Robert Browning

In detachment lies the wisdom of uncertainty... in the wisdom of uncertainty lies the freedom from our past, from the known, which is the prison of past conditioning. And in our willingness to step into the unknown, the field of all possibilities, we surrender ourselves to the creative mind that orchestrates the dance of the universe. Deepak Chopra

You cannot teach a man anything; you can only help him find it within himself. Galileo

You must be the change you wish to see in the world. Mahatma Gandhi

Love is man's natural endowment, but he doesn't know how to use it. He refuses to recognize the power of love because of his love of power. Dick Gregory

Who looks outside, dreams. Who looks inside awakens. Carl Gustav Jung

Do not take life too seriously. You will never get out of it alive. Elbert Hubbard

Do your work, then step back. The only path to serenity. Lao-Tzu

I was not in attendance at mediation. What I was not allowed to hear?

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 01-7705-CIV-LENARD/SIMONTON

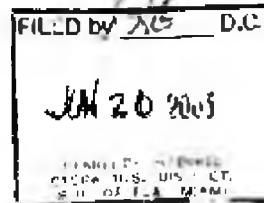
ANA COLAK,

Plaintiff(s),

vs.

RADISSON SEVEN SEAS CRUISES, INC., in
personam; and SEVEN SEAS NAVIGATOR,
in rem,

Defendant(s).

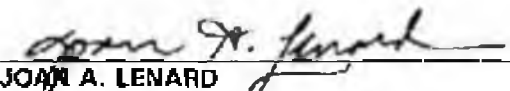


ORDER SCHEDULING MEDIATION

THE MEDIATION CONFERENCE in this matter shall be held with Thomas E. Backmeyer, Esc. Of Florida Mediation Group, 44 West Flagler Street, 19th Floor, Miami, FL on July 17, 2003 at 3:30 p.m. This date has been agreed to by the Mediator and the Parties and shall not be rescheduled without leave of Court.

Within five (5) days following the mediation conference, the mediator shall file a Mediation Report indicating whether all required parties were present. The report shall also indicate whether the case settled (in full or in part), was continued with the consent of the parties, or whether the mediator declared an impasse.

DONE AND ORDERED in Chambers at Miami, Florida this 20 day of June, 2003.


JOAN A. LENARD
UNITED STATES DISTRICT JUDGE

Copies furnished to: Magistrate Judge Andrea M. Simonton

On the day of settlement in Miami 18 Jul 2003 my lawyer Mr. Margulies did not allow my husband to be present at settlement negotiations? He told him to wait outside. When I entered room there were present Gair O'Neill from Radisson company and their lawyer R. D. Peltz, my lawyer Mr. Margulies and mediator - Thomas E. Backmayer from Florida Mediation Group. After few minutes of reading from my deposition all left room and I was alone in the room. Nobody offered me any amount for settlement? I was no in attendace at mediation. "7. . . The mediator shall report non-attendance and may recommend imposition of sanctions by the Court for non-attendance. . . signed Judge J. A. Lenard." - I was sitting outside and all lawyers with mediator entered in another room. I waited few minutes then knocked at the door and entered. Everybody was surprised. I asked Mr. Margulies can I be present at negotiation for my wife? He told me to wait outside. I left negotiation of lawyers.--5. All discussions, representations and statements made at the mediation conference shall be confidential and privileged. Judge J. A. Lenard." My wife neither I were present at mediation so we can not breach any confidential discussions. . . Mr. Lipcon's client injured seaman was 10 days after me at mediation also in Miami and he told me that he was all the time with lawyers at mediation. Same thing I've heard from other injured seamen from Dubrovnik, one lost leg his wife was also present at mediation, another with injured back etc. who were at mediation in US. What I was not allowed to hear? At the end I am injured and I negotiate and give final word if I accept or not offer. Mr. Backmayer did not report to judge my non-attendance?

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. : 01-7765-CIV-SIMONTON
JUDGE : ANDREA M. SIMONTON
TRIAL DATE:

ANA COLAK

Plaintiff(s),
vs.

MEDIATORS REPORT

RADISSON 7 SEAS CRUISES INC.

Defendant(s).

COMES NOW Thomas E. Backmayer, Esq., the undersigned certified Mediator,
from FLORIDA MEDIATION GROUP and reports to this Honorable Court:

The Mediation was held on: 07-18-2003 15:00.

AN AGREEMENT WAS REACHED.

Mediation Agreement attached, with the parties consent.

No Agreement was reached; Impasse.

The parties wish to continue settlement negotiations and may reconvene for a Continuation of the Mediation. Notice of the date, time and place shall be furnished to the parties and filed with the court. If no Notice of Mediation Agreement or Post-Mediation Agreement is filed on or before ____/____/____ this matter shall be considered at an Impasse.

A Post-Mediation Settlement was reached, as per information received on ____/____/____, from _____.

Other: _____

Certified Mediator, FLORIDA MEDIATION GROUP - FWS# 0-53879

44 W. Flagler St.
19th Floor
Miami, FL 33130
(305) 579-9990

()
110 SE Sixth Street
Ground Floor
Ft. Lauderdale, FL 33301
(954) 522-9991

Copies to:
Clerk of Court
Journal of record
Parties, if represented:
mediator, ad

From: "F A X - Contain 2 (two) pages-November 3, 2003 To: Joan A. Lenard - U. S. DISTRICT JUDGE - - Fax: 001 305 523 5509 . . . 4. At mediation in Miami my lawyer went into another room with Defendant's lawyer and talked without me about offer." - "5. All discussions, representations and statements made at the mediation conference shall be confidential and privileged. signed Judge J. A. Lenard." How all can be confidential and privileged, am I injured animal. Why they called me for mediation? They could send me email wait answer and good bye. My documents of injury from the ship are also confidential and privileged? -and Judge gave for Radisson PROTECTIVE ORDER - not to produce documents-so I cannot defend myself? J. A. Lenard - United States District Judge for the Southern District of Florida Appointed by President William J. Clinton, December 1995

I signed on December 17, 1999 in Fort Lauderdale, Appointment Letter contract for work on the ship.

APPOINTMENT LETTER

issued by
V. Ships Leisure Inc
 L'Avoue Marin, 24 Avenue de Fontvieille,
 Post Box No.639 MC 98013 Monaco Cedex
 As Manning Agents (the "Agents")

ORIGINAL

For and on behalf of International Shipping Services Ltd.(the "Owners") of the vessel hereinbelow stated

to

Full Name : Colak, Ana hereinafter called the Seafarer
 Date of Birth :
 Passport Details : 06854934
 Nationality : Croatian
 Joining Port : Fort Lauderdale, U.S.A.

for service on M/V Seven Seas Navigator (the "Vessel") under the Company's management

Rank On Board	Port of Engagement	Duration of Service	Wage starts from
Stewardess	Fort Lauderdale, U.S.A	6 Months	17/12/1999
The number of service months stated above may be subject to extension or reduction by the Company at the discretion of the Company.			

Remuneration in USD dollars

1	2	3	4	5
Basic Monthly Wage	Wage Differential	Total Monthly Wage	Overtime Rate/Hr	Owner bonus*
1320	880	2200	7	500

- The terms and conditions applied from commencement of service for the duration shown overleaf are in accordance with and subject to:
 COS: NSU Cruise TCC - Hotel Version 1 Issued 03/99
- Further terms and conditions of service are contained within the Company's Conditions of Service referred to overleaf, which the Seafarer hereby acknowledges as having read, understood and agreed
- The wage and allowance elements in this form are machine printed. Any additions or alterations to those elements require the initials of the Seafarer and the Company's representative so authorised by the Company for this purpose.
- *Owner bonus: only applies when duration of contract is successfully completed
- This appointment letter is automatically rendered null and void, should for any reason, the Seafarer not travel to join the vessel

V. Ships Leisure Inc
 As Manning Agents for the Owners of the vessel
 International

Place Monaco
 Date 9 November 1999

The Seafarer

Ana Colak
 Name:
 Date: 17/12/1999

(Overleaf)

Duration of Service

The maximum Service on board shall be for a period of 6 (six) months or less. Such duration period shall be recorded in the appointment letter, overleaf.

Such duration may be reduced on board the Ship by one month for operational convenience at the discretion of the Owners or the Agents.

Upon the completion of the Service stipulated in the appointment letter, the i. Owners undertake to ensure that all effort will be made to sign off Personnel at the earliest opportunity upon the completion of such period;

ii. Personnel shall be responsible for the cost of repatriation. If the said Personnel joins for a consecutive contract, the Owner will reimburse the Personnel one hundred percent (100%) of the cost of the said repatriation. For Personnel that have fulfilled three(3) consecutive Service periods, the Owner shall pay the travel expenses from the Vessel to the place of hire upon sign-off.

iii. service of such Personnel with the Owners shall be considered automatically terminated on sign off except in cases where the owners operate a permanent employment system.

Probation period

The first 90 (ninety) days of Service shall be considered to be a probationary period, which entitles the Owners, the Agents or the Master of the Ship, to terminate the Service of Personnel on probation by giving 14 (fourteen) days notice of termination. Within their probationary period, Personnel may terminate their Service by giving 14(fourteen) days notice of termination. The probationary period shall not apply to Seafarers previously engaged by the Owners within a l(one) year period to being re-hired. If the Owners or the Agents terminates the Service within the probationary period, the Owners are liable to bear the repatriation costs. If Personnel themselves terminate their Service on board, such Personnel have to bear their own repatriation costs.

Wages

Pay accrues from and including the day Personnel commence Service on board the Ship up to and including their date of sign off. The personnel shall be entitled to payment of their net wages in cash in US Dollars (USD), after approved deductions, at the end of each calendar month. Personnel may also request Owners to pay the final balance of wages to their nominated bank account. For the purpose of calculating wages, a calendar month, including the month of February, shall be regarded as having thirty (30) days. Personnel shall be responsible for their own tax obligations and liabilities. Neither the Owners, nor the Agents will withhold or otherwise make any deductions for taxes other than for US residents and US citizens.

Wages include compensation for irregular working hours and work on Saturdays, Sundays and public holidays.

Hours of Duty

Hotel Personnel are divided into two groups - A - Department Heads, Supervisors. This group is not covered by the work hour limitation. B - Purser staff, skilled Galley Personnel, Service Personnel Monthly total guaranteed wages includes: 70 hour working week. Any ordered overtime work in addition thereto shall be paid according to company regulations.

Medical Attention

Personnel shall conform to the laws of the country applicable in ports of call concerning vaccinations, inoculation and any other health requirements. They will observe precautions against sickness as requested by the Master.

Personnel can avail of Emergency dental services. Such services comprising extraction, x-ray and in general, attention and care of mouth-infections shall be performed only by licensed dentists appointed by the Owners or its Agents. The costs of such services will be borne by the Owners. Artificial aids, cosmetic dental treatment like gold filling, porcelain caps, etc. are to be excluded under these provisions.

Personnel discharged abroad owing sickness or injury shall be entitled to medical attention (including hospitalisation) at the Owner's expenses for as long as such attention is required or until repatriation to the port of engagement, whichever is earlier.

Personnel, repatriated unfit as a result of sickness or injury to their port of engagement, are entitled to medical attention (including hospitalisation) at the Owner's expense:

- i. in the case of sickness, for up to 120 days after being discharged, subject to the submission of satisfactory medical reports from the Agents approved doctor.
- ii. in the case of injury (other than self-inflicted injuries and injuries caused by wilful act of Personnel concerned), for so long as medical attention is required or until a medical determination is made in accordance with Article 12 concerning permanent disability whichever is the sooner.

Failure of Personnel to avail of medical treatment offered by the Owners, automatically releases the Owners from any and all liability whatsoever, whether or not contained in this Agreement.

The submission of satisfactory medical certificates from a registered medical practitioner shall be considered proof for the continued entitlement to medical attention.

No consideration of any nature shall be payable by Owners in respect of any injury, incapacity, disability or death resulting from wilful act(s) of Personnel, including but not limited to consideration payable in any way related to the physical, mental or emotional condition of the Personnel not disclosed to the Owners or Agents at the time of engagement pursuant to this Agreement.

Sick wages

Personnel signed off because of sickness or injury during, or at termination of Service, and landed at any port, are entitled to wages at the rate of basic wages drawn on board the Ship at the time of that sign off till:

- i. repatriation at the Owners expense or ii. arrival at home or place of original engagement.

Personnel who continue to remain sick or injured shall be entitled to sick wages at a rate of basic wages up to a maximum of 120 (one hundred and twenty) days.

Termination of Employment

Personnel may terminate their employment bearing their own repatriation and replacement cost by giving one month's written notice of termination to the Owners, Agents or the Master of the Ship.

To preserve the Owners and Agents rights (in conformity with policy/immigration rules and regulations of various countries) in the case personnel signing off at their own request or on account of dismissal from Service before the termination of contracted period of Service on board - catering Personnel may be asked at the owners discretion for a cash deposit or a withholding from their wages an amount equal to the estimated cost of repatriation and the cost of securing replacement in the event of early termination of the stipulated period of service. This deposit is refundable in full on completion of the agreed period of service.

Discipline The Owners may terminate the service of Personnel:

- i. upon the misconduct of Personnel giving rise to a lawful entitlement to dismiss in accordance with the ships

Code of Conduct. - ii. if the Personnel concerned fail Drug and Alcohol test applied by the Owners or the Agents or refuse to subject themselves to such test when required. In such cases, the Personnel concerned shall be responsible for all expenses sustained by the Owners in their repatriation which amount shall be deducted from their balance of wages. Ref: Conditions of service - Cruise Ship

ORIGINALE SPECIAL AGREEMENT

TCC

This Special Agreement is made on 1st January 2000 and effective from 1st January 2000

BETWEEN:

(1) The INTERNATIONAL TRANSPORT WORKERS' FEDERATION ("the ITF") whose headquarters are at 49-50 Borough Road, London SE1 1BS, United Kingdom (telephone 0171-403 2733); and

(2) V SHIPS - MONACO ("The Company") whose address is

in respect of the ships: MS. ALBATROS - MS. EXPLORER - MS. MINERVA - MS. SEVEN SEAS NAVIGATOR described in Schedule 1 hereto ("the SMO")

07 '00 10:56 FAX 039 06 4402891

FIT Cisl, MARITTIMI

2002

Article 3: This Special Agreement shall remain in force for a period of twelve (12) months from the date hereof and thereafter from year to year unless terminated in accordance with Article 4 below.

Article 4: This Special Agreement may be terminated as follows:

- a by the ITF immediately upon notification to the Company in the event of default by the Company of any of its undertakings herein. Upon termination, the Company shall forthwith return the ITF Blue Certificate to or to the order of the ITF;
- b by either party on the anniversary of this Special Agreement provided that at least one month's notice of termination is given;
- c at any time by the mutual agreement of the parties hereto.

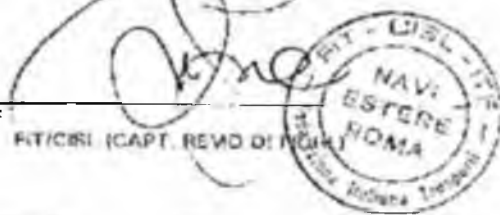
Article 5: Save in the event of a proper termination, the Company undertakes that, no later than one month prior to each anniversary of this Special Agreement, it will send to the ITF the documents referred to in Article 1(d) above, and will pay the fees and contributions payable under Article 1(e) above. Upon receipt and approval of same the ITF undertakes to renew the ITF Blue Certificate.

Signed by:

the Company / on behalf of the Company who is duly authorised by the owner of the Ship to sign on its behalf

Signed by:

on behalf of the ITF

Date: 1st January 2000Place: ROME

Special Agreement signed with Italian Seaman's Union, located in Roma on 1 January 2000

AFFIDAVIT OF GAIR O'NEILL - (STATE OF FLORIDA COUNTY OF BROWARD)

BEFORE ME, (Notary Public - Janice Hodges, 18 December 2001) appeared GAIR O'NEILL, who after being duly sworn, deposes and states: 1. I am the Guest Relations Manager of Radisson Seven Seas Cruises, Inc., and I have personal knowledge of the matters set forth herein. . .

7. The employment contract under which the Plaintiff was working is a collective bargaining agreement entered into between the Norwegian Seaman's Union, located in Oslo, Norway and V. Ships Leisure Inc., a Monaco Corporation, and calls for the application of Bahamian law in resolving all disputes under it. See, copy of Conditions of Service - Cruise Ship TCC Agreement For Catering Personnel, attached hereto as Exhibit "1" . . .

07 '00 10:42 FAX 039 06 4402891

FIT Cisl, MARITTIMI

2001

Why R. Di Fiore did not obtain my documents with help of ITF-London directly from the ship and sent it to me. He knows that VShips will not send me any documents. Neither Radisson Seven Seas Cruises. I did not get documents.

Stampato da Fit-Cisl
Titolo: Ana Colak Injury

martedì 12 settembre 2000 12.34.54
Pagina 1 di 1

martedì 12 settembre 2000 12.35.01
Messaggio

Da: FIT-Settore Marittimi

Oggetto: Ana Colak Injury

A: ana.colak@hotmail.com

Dear Mrs. Colak,

Following your fax on 7 September 2000, in which you ask for documents about your injury, we have sent a fax to V Ships Monaco explaining that you have the right to receive them as soon as possible. We are waiting for a reply and we will inform you. Yours sincerely,

Romo Di Fiore
National Responsible
FIT/Cisl ITT Marittimi Roma

From: Ana Colak – K. Tomislava 8 - 20 000 Dubrovnik - CROATIA
Fax: ++ 385 20 411 284 - Email: ana_colak@hotmail.com
Ref. SSD/A1/

Date: 13 October 2000
FAX contain 9 pages

Dear Mr. Bill Goodger, Actions Unit of ITF World Headquarter - London, UK

Big surprise for me, I received first time on 5 October 00 reply from ITF World Headquarter London, UK after I asked for help and advice on 28 August 00, 22 September 00, 2 October 00 by email and fax. I have to mention again that I did not get any help from ITF inspector from San Francisco who has been on board M/V Seven Seas Navigator on 26 May 2000 and had "no time" to inspect same ship on 19 August 2000 in San Francisco and obtain my documents. I also appealed to ITF inspectors in Vancouver-Canada and Sydney-Australia to inspect the ship and obtain vitally important documents about my injury but in vain. When I contacted ITF-FIT/CISL Marittimi Roma with whom company signed Special Agreement to help me and obtain for me documents about my injury I received documents which are not valid "medlog" without doctor signature and hiding facts, did not get records of my other visits to ship doctors when I complained for ankle pain. I never received Log Book or Safety Officer record about my injury, did not receive medical record which ship's agent Inchcape Shipping Services refused to send me and in that way breached USA law, California Insurance Code 791.08 and 123125.

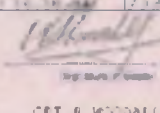
Your ITF fax from 5 October 00 says: "If your claim is for sick wages, the Action Unit will be able to deal with that for you. However, we will need to demonstrate that you have produced the necessary proof of incapacity while you have been ashore and that you have complied with Company procedures. It will not be necessary to obtain on board documentation to pursue this matter." This last sentence is strange and contradictory with above mentioned. I have to produce the necessary proof of incapacity and I have to comply with Company procedure. First, company also have to comply with ITF signed Special Agreement and all international maritime and other laws. Company breached all this, if I have to produce proof company also have to produce proof of my injury and internationally obligatory recorded documents, which company intentionally hiding and in that way trying to escape obligations from Special Agreement. Enclosed here are documents which are proof for above mentioned. Company refused to pay my sick wages. Doctor-lady in San Francisco order me to make all examinations in Croatia, I contacted VShips Monaco Mr. Raphael Sauleau and he told me when I make examinations to send it with costs to company. I have done that on 19 July 2000, Mr. Graham Rogers from Monaco informed me few times that my costs \$850 will be payed without prejudice and to confirm my bank account. But sick wages will not be payed, "According to her contract she is not entitled to sick wages because she completed the contract and was found fit for duty immediately thereafter." With this Mr. Graham is denying that injury happened on board M/V Seven Seas Navigator. Now Mr. Macesic company lawyer from P&I Club from - Croatia told me that \$850 will be payed in cash when I see in few days appointed company doctor in Rijeka. Until today nothing is payed on my bank account?

Because company now deny that I am entitled to sick wages even if I produced necessary proof of incapacity from qualified orthopedic specialist, and my injury after nine months is not healed yet nor will be because of permanent changes of ligaments I am requesting my complet documentation from ship. I received few days ago from Mr. Macesic letter in which Housekeeper Martina Fletterer just now? wrote things about my injury which are not true. Things are not based on ship's documentation which I never received and which company hiding. From those documents anybody can see what is true. Because of this and international laws it will be necessary to obtain documentation onboard to pursue this matter. Without proof of injury company can deny everything and in that way escape obligations. Dear, Mr Bill Goodger how you can claim that documentation on board about my injury is not necessary it is obligatory same as I have to produce documentation for sick wages and medical costs and whatever need may be. I do not think that you also helping company to hide proof about my injury - internationally obligatory recorded documents? Do I need to ask other international organisations to help me to obtain my proof documents about injury and solve the problem? What about ITF which in European Week signed over 200 new Agreements with companies to protect maritime workers from exploitation. Company breached agreement did not give me proper medical attention on board after I complained for pain, did not send me to orthopedic specialist for x-ray to hide falling off shower doors in passenger suites. This made my injury worse, now deny everything by hiding proof-documents. How you are going to assure me that you exist to ensure that Seafarers are treated in accordance with their contract of employment and that you will act when seafarer demonstrates that there has been a breach of agreement without documents-proof of injury. Your own ITF inspector breached Agreement refused to obtain documents from the ship and you say, "It is not necessary to obtain on board documentation to pursue this matter." I am sending my diagnosis and other documents for sick wages. After delay Mr. Macesic finally made appointment for company doctor. I will contact Personal injury department when company appointed doctor give his opinion about my injury? Sincerely

CERTIFICATE OF SERVICE

m/v QUEEN ELIZABETH 2

Name of vessel (without ship or motor)		Name of Seaman		Company		Age	
QUEEN ELIZABETH 2		ANA COLAK		7880		33YRS	
Office Number		Port of Registry		Country of Birth		Date of Birth	
811001		SOUTHAMPTON		BGR		17/07/94	
Date of Passage		Place of Engagement		Date of Discharge		Port of Discharge	
6/05/94		SOUTHAMPTON		17/07/94		SOUTHAMPTON	
Name of Cargo		Place of Discharge		Date of Discharge		Name of Ship	
PASSENGERS		SOUTHAMPTON		17/07/94		QUEEN ELIZABETH 2	


 CAPT R. McDALL
 Master of Vessel
 15.10.94 SOUTHAMPTON
 Date & Place

QUEEN ELIZABETH 2
 SOUTHAMPTON
 OFFICIAL NO 33085
 GROSS TONNAGE 17538
 NET TONNAGE 3600

From Fax "FIT/CISL - Roma 9 October 2000. . . Dear Mrs. Colak Bah SEVEN SEAS NAVIGATOR - Referring to your claim, we need to receive from you the following information: 1. the exact day when you were signed off from the ship and copy of the "certificate of discharge" which should show the reason of your discharge. 2..."

I did not get from the ship m/v Seven Seas Navigator "certificate of discharge" or certificate of service which I've got after each contract from QE2 ship. Company refused to provide me any documents about injury. Why ITF - FIT/CISL did not obtain for me "certificate of discharge"?



FIT/CISL – ITF MARITTIMI ROMA signed ITF SEAFARER'S CHARTER

Flag of convenience vessels - 250. The ITF agrees that in principle all maritime affiliates have the right to conclude agreements which conform with ITF policy, provided that the ITF procedures set out below are followed. In having this right ITF affiliates recognise that they also have responsibilities to abide by ITF policy.

252. The ITF authorises affiliates to conclude agreements for flag of convenience ships beneficially owned in their country provided: - a) the entire crew are covered by the agreements concerned; b) all the crew are members of the affiliated union(s) concerned and provided that the unions concerned provide all those covered by the agreement with the range of trade union services, including handling claims for back wages, personal injury or death stipulated by the FPC, and that the union has signed a copy of the ITF Seafarers' Charter (as amended from time to time) confirming this commitment;

d) the ITF Secretariat is consulted before an ITF Special Agreement is signed and before ITF Welfare Fund fees are paid; . . . - Facts are: ITF did not - obtain any document about my injury from the ship - - obtain for me promised sick wages - - - did not protect my seafarer's rights from Special Agreements - - - did not punish blacklist the Company and revoke Blue Certificate for persistent breach of signed Special Agreement

- and at the end abandoned me so I asked help from maritime lawyer in US and sued Radisson

If ITF blacklisted m/v Seven Seas Navigator, Company could terminate signed Special Agreement for all four ships which signed it Bah. ALBATROS - Lib. EXPLORER - Bah. MINERVA - Bah. SEVEN SEAS NAVIGATOR on 1 January 2000 and lose fees and contribution payable under Agreement.

If this was reason why ITF did not help me because of money it is unfair. If did not help me to protect own inspector Barry Binsky who refused to obtain ship's official Log book record about my injury could be understandable. But if ITF found that this and other documents are not recorded or the company refused "to permit or obtain immediate permission for representatives of the ITF to board the Ship, to consult with Seafarers and to inspect and copy all documents whether the Ship is in berth or not and whether or not the Seafarer is onboard the Ship;" (Special Agreement) Than it is unpardonable. ITF in this case must act according Special Agreement and blacklist the ship and Company and in that way protect own policy and injured seafarer who is by signed Special Agreement under ITF protection.

Tel: +377 92.05.10.10
Fax: +377 92.05.94.10
Fax: +377 92.05.94.11

"Aigaz Marina" - 24, Av. de Fontvieille
B.P. 939 - MC 98015 Monaco Cedex

Telax 479 496 Vess
Telax 469 952 Ship



VShips

FROM: GJ ROGERS	TO: FIT CISE ROME
ATTENTION: MR R DI FIORE	DATE: 4/10/2000
SUBJECT: MRS A COLAK	FAX NO: 39064402991
PAGES: 1	

Dear Mr Di Fiore,

Thank you for your fax of 3rd October regarding the above named.

Our comments are as follows

Mrs Colak signed off the vessel after completing her contract and was examined by a doctor in San Francisco. The doctor confirmed she was fit for duty as per the report already in your possession. Mrs Colak has been provided with all of the medical records in the Owners possession regarding her condition.

According to her contract she is not entitled to sick wages because she completed the contract and was found fit for duty immediately thereafter.

On her own initiative she saw a doctor in Croatia. As we read the medical record, there was no finding of fracture as she claims, nor permanent injury.

Owners have agreed to reimburse expenses incurred in seeing the doctor in Croatia without prejudice to their rights and defences.

Owners have agreed to have her examined again by a doctor to be appointed to determine if she has any permanent impairment as she claims. Owners, through their P and I Association and the P and I correspondent, are attempting to work with her to schedule that appointment.

Yours sincerely,

GJ Rogers
GJ Rogers

Cc Mrs A Colak fax no 385 20 411284



VShips is the registered trademark of Shipping Management S.p.A. - Copyright © 1999 - 2000 VShips S.p.A. - 001034

Fax in which VShips claim that Owner Radisson "have agreed to reimburse expenses incurred in seeing doctor in Croatia". Radisson at court in Miami claim that have no any responsibility for my injury. why agreed to pay for same?

ANY ATTEMPT TO ALTER THE AMOUNT OR PAYEE WILL VOID DOCUMENT ERASURE INKS USED! London, England

29 NOV 2000 269134849

CITIBANK+ DEPT: LDN SEMI AUTO PHONE: 3,000.00

10-86 220

To ANA COLAE

The Sum of THREE THOUSAND 00/100 USD U.S. Dollars

To CITIBANK (NEW YORK STATE) BUFFALO, NEW YORK USA

AUTHORIZED SIGNATURE DRAWER CITIBANK N.A. LONDON

269134849 22000868 99992039

Slip Accompanying Bankers Draft CITIBANK+

Transaction Reference CITIBANK HOUSE, 336 STRAND, LONDON, WC2R 111B Date 29 NOV 2000

269134849 3033404638 DEPT: LDN SEMI AUTO PHONE:

USADOL 3,000.00*****

Pay Instructions Dated 28 NOV 2000

Details SEVEN SEAS NAVIGATOR /REC/CHEQUE SHOULD BE MAILED TO US NO FURTHER DETAILS

Mail To *****

By Order of SMGT / SEVEN SEAS NAVIGATOR LEISURE DIVISION V.SHIPS LEISURE S.A.M. AIGUE MARINE 24 AVENUE DE FONTVIEILLE, PO BOX 639, MC 98013, MONACO CEDEX

13-03-2013 08734 15:54

Radisson claim at court that I declared that I been paid for everything from VShips? This is picture taken 2013 year this cheque I still possess and I never encashed this cheque. This is my souvenir. And from letter with this cheque few words " . . .confirm receipt of the sum of USA 3,000.00, from Messers V. Ships Leisure Inc Liberia, as manning agents for and on behalf of International Shipping Services Ltd, Owners of m/s Seven Seas Navigator which sum represents respective contractual compensation for assessed 5 percent of permanent consequences for the accident on work I suffered from employed as the stewardess on board mv "SEVEN SEAS NAVIGATOR" on 17 January 2000, and with receipt of this sum I confirm that I do not have further claims whatsoever on this ground". (I did not accept this money, did not sign letter and asked many times to be paid sick wages, etc. for which I am entitled by signed contract, and I did not sign "confirm that I do not have further claims whatsoever on this ground"). I never signed this Receipt and Release form and never accepted/encashed cheque for \$3000 it would prevent my further from orthopaedist prescribed treatment of injured painful ankle and would loose all rights from contract. If I signed this and encashed cheque than I automatically lose all rights from contract and rights to sue the Company. Mr. Lipcon wrote Jan. 2001: " . . .Also the shipping company should provide you with food and shelter as well as lost earnings until you are done with your medical care." Radisson neither his manning Agent V.Ships ever paid this to me, or physical therapy - so breached my contract of employment and ancient law of sea? Art. VII of the Laws of Oleron, an ancient maritime code dating to approximately 1200 A.D. today it is Jones Act. I never encashed this cheque and did not lose all my lawfull rights.

From: graham.rogers@vships.com - To: - nana 333@yahoo.com - Subject:Re:Medical report? - Date: 04 Dec 2000 15:51:00 +0000 where VShips sending me \$3000 cheque I answered next day and added three more zeros so it was three million dollars graham.rogers@vships.com \$\$\$\$\$\$\$\$ Dec 5 2000

Dear Mrs Colak,

We will be sending you a cheque for \$3000000 plus the Receipt and Release Form as advised in our letter of 16th November. We will include with the above, a clearer copy of the medical report in English together with a copy in Croatian language.Yours sincerely,GJ Rogers

From Ana Colak

"THIS IS COPY OF YOUR GENEROUS OFFER I COULD NOT BELIEVE-DO YOU BELIEVE IN THIS COPY OR IS IT VALID IF WE TAKE THIS TO COURT"

I received above mentioned message but please no clearer COPIES. As I mentioned: "I always sent to you medical findings in Croatian and translated in English by a sworn court interpreter-signed and stamped. You received according law valid document. Does your P&I Club Attorney at Law or your Company lawyers know it?

When I will receive valid documents? I will repeat again for you.

Last time I am asking from you my VALID documents: Ship's Log Book report about my injury, Safety Officer's record about my injury, Martina's report from 17 January 00.

Valid ship's medlog records about my injury, I reported four times to ship's doctors, with their signatures and nationality, name of the ship. Staff Captain informed me that documents have been sent to VShips Monaco. If those documents are not recorded than write it me back mention by name each document.

Valid medical findings-diagnosis from your Dr. Allan A. Konce from 26 May 00 without lies and copies not acceptable or copies signed and stamped from a sworn court interpreter. Three more pages from Orthopedic Evaluation from above mentioned doctor which you received from your agent Inchcape Shipping Services from San Francisco.

Company breached ITF signed Special Agreement refused to treat me medicaly on board the ship and same refused after I arrived back home to Croatia. Even todote your doctor did not recommend any treatment-examination was on 19 October 00. After Latest MRI pictures I am on physical therapy now on recommendation from my doctor. Here I quote myself "I have to walk-work until the end of my life with permanently damaged ligaments, first degree instability, weak, ruptured, avulsion, exudation, oedema, ligaments-medical findings, MRI pictures and suffer pain? I want to walk without pain same as I walked before I joined M/V Seven Seas Navigator with healthy legs and be able to work and to make decent livelihood." 21 November 2000

Injury happened on M/V Seven Seas Navigator on jobsite not by my fault. I am entitled for medical attention and sick wages, subsistence, disability compensation, my not payed already worked overtime hours,loss of profession,lost wages I could earn until now if I am not incapacitated, for pain I endure everyday.

I AGAIN COULD NOT BELIEVE IN YOUR COPY OFFER WILL YOU ANSWER ME BACK IF IT IS VALID-BUT PLEASE DO NOT SEND ME CLEARER COPY BUT VALID DOCUMENT SO I WILL BELIEVE YOU ASAP - Attachmen:Barc.doc

'A life at sea is like going to prison, but with the chance of drowning' old saying



Why doctor Bo Lindquist protecting dr. Andres Helmersson and write "A door fell on (r) (right) Ankle, 17/01/00..." (if it is true, why it is not recorded in medlog on 17 01 00?) when in medlog from that date it is written exactly: "17 01 - 5. 10 pm - Colac Ana - 4212 st.dess - Had a trauma against left ankle this morning. A little swollen. No pain while loading. No pain over maleol. Is given bandage for support. Advised". See my witness statement.

M 30.025
Exhibit 2

Referral Ashore Form For OWNERS Crew Members

Name: (First) ANA (Last) COLAK DOB: 7/21/60
Cabin Number: 134 Nationality: CREATION ID #: 06864134
Department: HOUSEKEEPING Position / Rank: STEWARDESS
Port of Referral: SAN FRANCISCO Specialist: ORTHOP Date: 5/26/00
How did the Accident / illness (Circle One) arise and what are the patients symptoms?
A DOOR FELL ON R ANKLE
IS FURTHER TREATMENT NEEDED?
Date of onset of symptoms: 1/17/00 If this is a pre-existing condition, please explain:
Important Past Medical History:
Suspected Diagnosis: (TORN) FIBULO-TALAR LIGAMENT (R ANKLE)
Treatment Received on board or ashore previous to this referral:

Please make the Examinations, Tests and X-Rays, etc., which are chargeable to the vessels account.

Dental Consultations: Only the Visit, Extractions and X-Rays are chargeable to the vessels account. Any Dental / Prosthetic Additional Work such as fillings, dentures are to be paid for by the crew member.

Please advise the vessel of all Medical Results As Soon As Possible.

Respectfully,

INFIRMARY
MA/SEVEN SEAS NAVIGATOR
[Signature]

Master

Staff Captain

Ship's Physician

Shore-side Physician's Report (Completion Mandatory)

Duty Status: Fit to Work with no Restrictions [] - Unfit to Work [] - Partially fit to Work []

Restrictions:

Estimated time to be unfit or partially fit: _____ Hours, _____ Days.

Has reached "Maximum Medical Improvement"? YES [] NO []

Estimated time for crew member to reach "Maximum Medical Improvement": _____ Days.

Travel Status: Fit to Travel by Air [] by Sea [] - Unfit to Travel by Air [] by Sea []

Shore-side Attending Doctor's Name: _____

Address: _____

Telephone Number: _____

Signature: _____

Attention all providers: In order for Bills to be Honored and received prompt payment of medical / dental charges, a copy of this form must accompany all Invoices.

Form which I filled in at Bay Medical Center, and signed on 26/05/2000.



Bay Medical Center
2 Connecticut Street
Tel: 415-621-5055
Fax: 415-621-0611

Today's date: 26/05/00
BMC Acct #: 30218

[] BILL COMPANY DIRECT IF FIRST AID TREATMENT

Insurance Co.		Address, City, Zip	
Telephone #		Fax Number	
1. Employer Name SEVEN SEAS NAVIGATOR - RAJISSOU-VI-SHIP		Contact Person	Telephone No +33 405 419
2. Address 24 AVENUE DE MONTVILLE MC 4013 MONACO		City MONACO	Zip
3. Type of Business PASSENGER CRUISING INDUSTRY			
EMPLOYER AUTHORIZATION BY:			
4. Patient Name (First, Middle, Last) ANA COLAK		5. Sex F	6. Date of Birth 21.07.1962
7. Address K. TOMISOVA 8	City SOFIA	Zip 1000	8. Telephone No.
9. Occupation (Specific Job Title) SEAFARER - STEWARDRESS		10. SS#	
11. Injured at (Address, City) CRUISING SHIP M/V SEVEN SEAS NAVIGATOR		CDL or ID# CREW No 4242	
12. Date/Time of Injury 17/05/00	13. Date Last Worked 25/05/00	14. Marital Status MARRIED	
15. Have You Been Here Before? (Circle One) Yes ☐ No ☒			
16. Give Full Description of How Accident Happened IN THE PASSENGER SUITE NUMBER 822 ON THE SHIP M/V SEVEN SEAS NAVIGATOR I WAS CLEANING SHOWER AND THE GLASS DOOR FELL ON MY LEFT LEG ANKLE			
17. What Medications Are you Taking: NONE			
18. Allergies to Medicine: NO			
19. Last Tetanus Shot	Right or Left Handed RIGHT	Weight 60 KG	Height 173 CM

In the event I fail to properly complete the claim for Worker's Compensation for this condition or illness or it is determined by the worker's Compensation Board that the condition is not a result of a compensable Worker's Compensation case, I, hereby agree to pay the physician's usual and customary fee for services rendered to the above named patient in the above identified case.

ANA COLAK 26/05/00
Patient Signature Date Signed

In case of emergency, please contact nearest relative or friend:

Name Tel #:

BAY MEDICAL CENTER
 2 CONNECTICUT STREET
 SAN FRANCISCO, CALIFORNIA 94107
 415-621-5055 FAX: 415-621-0611
 ACCT # 1 30218
 Patient: COLAK, ANA
 Employer: 7 SEAS NAVIGATOR
 Insurance: INCHCAPE SHIPPING SERVICEPH: 415-546-6920
 Claim:
 Diagnosis: 1. D. Anterior
 MEDS:
 SUBJECTIVE COMPLAINTS:
 PATIENT STATUS:
 Since last exam, this patient's condition has:
☐ improved as expected ☐ improved, but slower than expected ☐ no change
☐ worsened ☐ plateaued, no further improvement is expected
☐ subjective complaints outweigh objective findings
☐ no permanent disability expected ☐ DISCHARGED-no further treatment needed
 WORK STATUS: LC NO CAPACITY LC = LIMITED CAPACITY
☐ Return to full unrestricted duty on _____ (date).
☐ Return to modified duty on _____ (date) with the following restrictions.
 ___ no lifting over _____ pounds ___ no bending ___ no standing ___ no squatting
 ___ no pushing over _____ pounds ___ no climbing ___ no walking ___ no sitting
 ___ no pulling over _____ pounds ___ simple reaching ___ reaching overhead
 ___ no safety sensitive duties due to prescription meds
 ___ no use of LT/RI upper extremity Other: Light for Duty
 PRESCRIPTION FOR REHAB:
☐ Physical Therapy Treatment
☐ Chiropractic Treatment
☐ Acupuncture Treatment
☐ EVALUATE & TREAT
☐ CONTINUE TREATMENT
 Duration: 10/1/00 Time: 10/1/00 Date: 10/1/00
 Clinician Name: PHC JAT/AN Signature: PHC JAT/AN

Same Progress Report as first report (bill of death) but unfolded. This is second copy because have return date. I never got requested third copy May 26/2000 where was written in the bottom corner "restricted for work 8 hours," and return appointment date: For two weeks. "March 1, 2001, RE: COLAK, Anna. . . Investigator MBC - Dear Mr. Stewart: I am responding to your letter of 2/20/01 regarding the above named patient "She was found to be able to return to 8 hours of work per day. . . ." Check signature of Dr. Konce and handwriting in this document is it same? He claim that he was present at the clinic. does he have two handwritings? \ /

MEDICAL CENTER
CONNECTICUT STREET
SAN FRANCISCO, CALIFORNIA 94107
415-5055 FAX: 415-621-0611
R # : 30218
Patient: COLAK, ANA
Employer: 7 SEAS NAVIGATOR
Insurance: INDCAPE SHIPPING SERVICE
Phone: 415-546-6920
DOB: 01/07/00
HM PH:
Work:
Adj:

Today's date: MAY 26 2000
Return appt date: 6/2/00
Appointment time: 11:00 AM
Contact: 6/2/00 (BRN)

Subjective Complaints: Right Ankle sprain

Objective Findings:

Right Ankle - full ROM (0 tenderness over ant. talofibular lig. area, 0 swelling, 0 laxity)
Ant. 92 V, NL Sensory & Vascul.

Right Ankle sprain

Visit (date: 5/26/00) Right Ankle X-ray
Treatment Plan: 1. Viscous Supplementation
2. Ankle brace

Current Status:
At last exam, this patient's condition has:
improved as expected ☒ improved, but slower than expected ☐ no change
worsened ☐ plateaued, no further improvement is expected
subjective complaints outweigh objective findings
no permanent disability expected ☐ DISCHARGED-no further treatment needed

Status: ☒ NO CAPACITY ☐ LIMITED CAPACITY
Return to (full, restricted) duty on _____ (date).
Return to modified duty on _____ (date) with the following restrictions:
o lifting over _____ pounds _____ no bending _____ no standing _____ no squatting
o pushing over _____ pounds _____ no climbing _____ no walking _____ no sitting
o pulling over _____ pounds _____ simple reaching _____ reaching overhead
o safety sensitive duties due to prescription meds
o use of LT/RT upper extremity _____ Other: _____

Prescription for Rehab: ☐ NO REHAB NEEDED
☒ Physical Therapy Treatment
☒ Chiropractic Treatment
☐ Acupuncture Treatment
EVALUATE & TREAT:
☒ CONTINUE TREATMENT

Clinician Name: Chen, Peter M.D. Signature: Dr. Peter Chen
Times a Week: 1 Date: 5/26/00

First, there is no signature of Attending Physician so dr. Konce was not present on May 26, 2000. It is difficult to say who under objective added lie: On 05/26/00 reinjured on Jobsite again. Here again two handwritings? Doctor Konce's signature on the bill of death is going to the right side and under objective findings is going to the left side? Shipowner Radisson hiding documents from ship's hospital, did not record injury in the ship's Log book and safety record about injury - breached all laws and judge Joan A. Lenard with Protective Order - not to produce documents legally protecting unlawfulness. Court case in USA - Overseas Corp. v. United States, 433 F. Supp. 419, 421 (N.D. Ca. 1977) "Doctors who are hired by the shipowner to provide care for seamen are... agents of the shipowner, and the shipowner is liable for the malpractice of the doctor."

BAY MEDICAL CENTER 2 CONNELL CUT ST SAN FRANCISCO, CA 94107 415-621-5055

ATTENDING PHYSICIAN'S PROGRESS NOTE

DATE: May 26, 2000

PATIENT: COLAK, ANA
EMPLOYER: 7 SEAS NAVIGATOR
INSURANCE: INCHCAPE SHIPPING SERVICE
: 180 HOWARD ST. STE 400
: SAN FRANCISCO CA 94105
: 415-546-6920

ACCT#: 30218 DOI: 01/07/00
TEL#:

CURRENT MEDICATIONS: none

ALLERGIES TO MEDICATIONS: none

AGE 39 HT 5'9 1/2 WT 120 BP F R TEMP LAST TD

VISUAL ACUITY: OD: 20/ OS: 20/ OU: 20/

CHIEF COMPLAINT

SUBJECTIVE A is a Stewardess for 7 Seas Seas Navigator x 5 months
is down on 05/17/00 at 8:00 am Sprained her ankle
and her shoulder the center of the ship gave her back.
SUBJECTIVE On 05/26/00 Re-injured on Jobsite again

--RAYS

DIAGNOSIS

REATMENT

LAN

SIGNATURE

I received this copy of Orthopedic evaluation from dr. A. Konce by registered mail



2 Connecticut St., San Francisco, CA 94107 415.621.5055 Fax: 415.621.0611

May 26, 2000

Inchcape Shipping Company
180 Howard Street
San Francisco, CA. 94105

RE: COLAK, Ana
DOB: 7/27/60
EMP: Seven Seas Navigator/Radisson V Ships
DOE: 5/26/00

ORTHOPEDIC EVALUATION

Dear Claims Adjuster:

The above-captioned patient was interviewed and examined by me in orthopedic consultation.

This is a 39 year old female stewardness for Seven Seas Navigator for approximately five months. Patient when initially evaluated by the undersigned on 5/26/00, reported that on 5/17/00 at 8 p.m. while at work, she sprained her left ankle and saw the doctor aboard the ship who gave her an ankle brace. Patient also stated that this incident occurred while cleaning Suite #822 on the ship. She further states for verification that she was cleaning the shower and the glass door fell on her left leg/ankle. Patient also stated that on 5/26/00 while she was working she noted an increase in her ankle pain. She further states that prior to that she was improved.

Patient was initially seen by the undersigned 5/26/00.

PHYSICAL EXAMINATION

This is a well developed female who ambulates with a heel and toe gait without a limp. On examination of the left ankle patient has full, active range of motion. On palpation she has tenderness over the anterior talofibular ligament area but without laxity. She has negative drawer sign. There is no visible or palpable swelling. She has a negative Thompson test. No erythema noted. No increased warmth noted. Neurovascularly patient is intact bilateral lower extremities.

X-RAYS

X-rays of the left ankle : no fractures seen and within normal limits.

COLAK, Ana
May 26, 2000
Page Two

ASSESSMENT

1. Left ankle sprain, uncomplicated and resolving.

TREATMENT

Patient was provided with a prescription for Vicodin as an analgesic and Ibuprofen, 800 mg. as a NSAIDS. She was also issued an ankle brace to be used over the next three to four weeks.

Patient was instructed in a home exercise program and encouraged to use icepacks on her left ankle on an as needed basis.

WORK STATUS

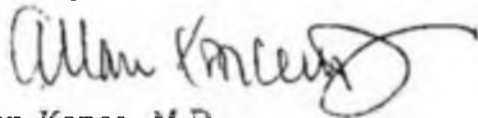
Patient was returned to full, unrestricted duty as of that same date, 5/26/00.

I appreciate the opportunity of evaluating this patient and hope the above information will be of service to you.

I declare under penalty of perjury that the information contained in this report and its attachments, if any, is true and correct to the best of my knowledge and belief, except as to information that I have indicated I received from others. As to that information, I declare under penalty of perjury that the information accurately describes the information provided to me and, except as noted herein, that I believe it to be true.

In addition, I also state under penalty of perjury that there has been no violation of Labor Code Section 139.3.

Sincerely,



Allan Konce, M.D.
Orthopedic Specialist, AME, IME

AK:fp

cc: Dr. Smith Ketchum
Overseas Medical Center



Dr. Allan Konce wrote false Evaluation, dates do not correspond to other written documents at the Bay Medical Centre or medical records from the ship's Seven Seas Navigator hospital, or to true facts. Doctor Konce can lie in his own name but not in my name, he have no right to put his lies in my mouth and "declare under penalty of perjury ... that is true and correct", "Patient... reported that on 5/17/00 at 8 p.m. ... she sprained ankle and saw doctor aboard the ship..." In the letter addressed to Craig D. Stewart, Investigator-Medical Board of California Enforcement Program on March 1, 2001 which I obtained in April 2002 signed Allan Konce MD wrote: "I am responding to your letter of 2/20/01 regarding the above named patient"(Ana Colak) "She claimed it happened on 5/26/00, the date we saw her. . ." Blatant lie. He did not state this in his Orthopedic Evaluation written on May 26, 2000 "I declare under penalty of perjury. . ." but he writes this on March 1, 2001??? And I never seen this doctor. Check this signature and others?

Justice will overtake fabricators of lies and false witnesses. Heraclitus 544 - 483 BC
The truth is always exciting. Speak it, then. Life is dull without it. Pearl S. Buck

Who faxed this FAX 07/14/2000 14:54 Fax 415 4958873 INCHCAPE (8 pages)
This is Page Two of dr. A. Konce ORTHOPEDIC EVALUATION - COLAK, Ana -May 26, 2000 given under penalty of perjury and signed Allan Konce M. D. Now compare this signature of dr. Konce and original signature which I've got on the exactly same document? How on the same document are two different signature of dr. Konce? ? ? This is reason why C. Hooper of Inchcape Shipping Services wrote: "For the final time, you are to contact your employer V. Ships of Monaco to receive your medical records. You need no longer contact Inchcape Shipping Services on this matter. Should you wish to continue to contact ISS the answer you will receive will remain the same, as per direction from your employer V. Ships Monaco".

15

07/14/2000 14:54 FAX 4154958873

INCHCAPE

@non

COLAK, Ana
May 26, 2000
Page Two

ASSESSMENT

1. Left ankle sprain, uncomplicated and resolving.

TREATMENT

Patient was provided with a prescription for Vicodin as an analgesic and Ibuprofen, 800 mg. as a NSAIDS. She was also issued an ankle brace to be used over the next three to four weeks.

Patient was instructed in a home exercise program and encouraged to use icepacks on her left ankle on an as needed basis.

WORK STATUS

Patient was returned to full, unrestricted duty as of that same date, 5/26/00.

I appreciate the opportunity of evaluating this patient and hope the above information will be of service to you.

I declare under penalty of perjury that the information contained in this report and its attachments, if any, is true and correct to the best of my knowledge and belief, except as to information that I have indicated I received from others. As to that information, I declare under penalty of perjury that the information accurately describes the information provided to me and, except as noted herein, that I believe it to be true.

In addition, I also state under penalty of perjury that there has been no violation of Labor Code Section 139.3.

Sincerely,

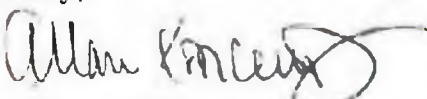

Allan Konce, M.D.
Orthopedic Specialist, AME, IME

AK:fp

cc: Dr. Smith Ketchum
Overseas Medical Center

In addition, I also state under penalty of perjury that

Sincerely,


Allan Konce, M.D.
Orthopedic Specialist, AME, IME

AK:fp

cc: Dr. Smith Ketchum
Overseas Medical Center

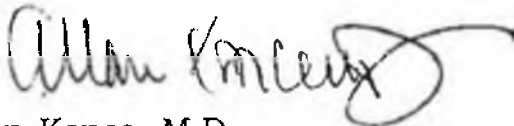
3/8

I presume that signature of Dr. Allan Konce is real on his Orthopedic Evaluation here were he, "I declare under penalty of perjury. . . " dated 26 May 2000 which I've received from him? "Dear Claims Adjuster: The above-captioned patient was interviewed and examined by me in orthopedic consultation." I declared on 13 Jul 2003 in Miami in Deposition given under Oath for the Florida District Court that I never saw Dr. Allan A. Konce. If dr. Konce examined me on 26 May 2000 how than is different signature on the "Progress Report" from 26 May 2000 I've got from Lisa Few? Under Clinician name (clinician examiner) is signed Lisa Few and under signature is "signature" of dr. Allan Konce? Suppose to be name of dr. Konce and then he must sign under signature his own signature. If dr. Konce was present on 26 May 2000 and declare under penalty of perjury: ". . . patient was interviewed and examined by me. . . " why than his assistant Lisa Few signed? Here are four different signature of dr. Konce. Two different signature on the exactly same document of his Orthopedic Evaluation written on same date 26 May 2000 under penalty perjury? Which is real signature of dr. Konce?

I declare under penalty of perjury that the information contained in this report and its attachments, if any, is true and correct to the best of my knowledge and belief, except as to information that I have indicated I received from others. As to that information, I declare under penalty of perjury that the information accurately describes the information provided to me and, except as noted herein, that I believe it to be true.

In addition, I also state under penalty of perjury that there has been no violation of Labor Code Section 139.3.

Sincerely,



Allan Konce, M.D.
Orthopedic Specialist, AME, IME

AK:fp

cc: Dr. Smith Ketchum
Overseas Medical Center

In addition, I also state under penalty of perjury that

Sincerely,



Allan Konce, M.D.
Orthopedic Specialist, AME, IME

AK:fp

cc: Dr. Smith Ketchum
Overseas Medical Center

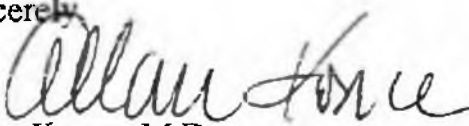
Compare all signatures of dr. Konce, bellow is another signature from the letter addressed to Craig D. Stewart, Investigator-Medical Board of California Enforcement Program on March 1, 2001 which I obtained in April 2002 signed Allan Konce M. D. Who did sign all these signatures and which is real signature of dr. A. Konce? Compare handwritings does dr. Konce write in the left side or right side? \ /

It is my opinion the patient's injury was correctly diagnosed. She was seen by Lisa Few, Physicians Assistant and by myself. She was treated and returned to work appropriately. She was given the X-rays of her left ankle.

She was told to return if necessary. I would be happy to review any medical records. This may change my opinion regarding her medical findings and her work status.

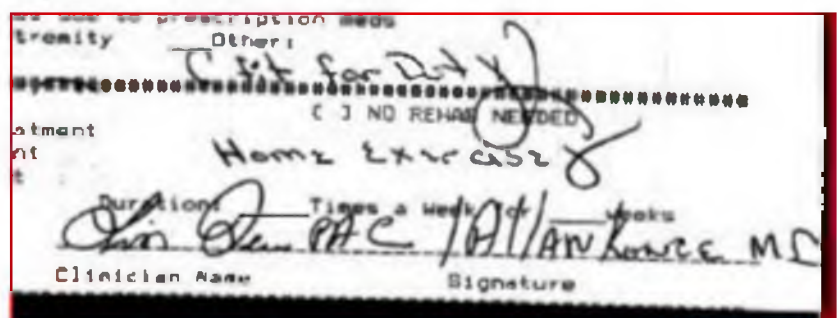
I hope this information is satisfactory for your needs

Sincerely,



Allan Konce, M.D.
Orthopedic Surgeon

AK:jw.



Form with handwritten signature of Allan Konce. The form includes fields for "Treatment", "Duration", "Times a week", and "Signature". The signature "Allan Konce M.D." is written in the "Signature" field.

I received this fax where on the top were fax numbers which received my Orthopedic Evaluation. All got it with signature of dr Konce different than I received? Which is real signature of dr. Konce or which is real document? Copy of same document and two different signature?

22/09 00 16:52 FAX 039 08 4402391 PIT CISEL MARITTIME
22/09 30 09:20 FAX 00377 82051185 CREW DEPT
07/16/2000 14:52 FAX 818400872 INOCAPE
003-000
002
002



2 Commercial St., San Francisco, CA 94107 415.621.5055 Fax: 415.621.0612

Innocape Ship Repair Services
Marine

May 26, 2000

JUN 2

Innocape Shipping Company
180 Howard Street
San Francisco, CA. 94105

RECEIVED

RE: COLAK, Ana
DOB: 7/27/60
EMP: Seven Seas Navigator/Radisson V Ships
DOE: 5/26/00
303-17

ORTHOPEDIC EVALUATION

Dear Claims Adjuster:

The above-captioned patient was interviewed and examined by me in orthopedic consultation.

This is a 39 year old female stewardess for Seven Seas Navigator for approximately five months. Patient when initially evaluated by the undersigned on 5/26/00, reported that on 5/17/00 at 8 p.m. while at work, she sprained her left ankle and saw the doctor aboard the ship who gave her an ankle brace. Patient also stated that this incident occurred while cleaning Suite #522 on the ship. She further states for verification that she was cleaning the shower and the glass door fell on her left leg/ankle. Patient also stated that on 5/26/00 while she was working she noted an increase in her ankle pain. She further states that prior to that she was improved.

Patient was initially seen by the undersigned 5/26/00.

PHYSICAL EXAMINATION

This is a well developed female who ambulates with a heel and toe gait without a limp. On examination of the left ankle patient has full, active range of motion. On palpation she has tenderness over the anterior talofibular ligament area but without laxity. She has negative drawer sign. There is no visible or palpable swelling. She has a negative Thompson test. No erythema noted. No increased warmth noted. Neurovascularly patient is intact bilateral lower extremities.

X-RAYS

X-rays of the left ankle : no fractures seen and within normal limits



RADISSON SEVEN SEAS CRUISES

COLAK, Ana
May 26, 2000
Page Two

ASSESSMENT

1. Left ankle sprain, uncomplicated and resolving.

TREATMENT

Patient was provided with a prescription for Vicodin as an analgesic and Ibuprofen, 800 mg. as a NSAIDS. She was also issued an ankle brace to be used over the next three to four weeks.

Patient was instructed in a home exercise program and encouraged to use icepacks on her left ankle on an as needed basis.

WORK STATUS

Patient was returned to full, unrestricted duty as of that same date, 5/26/00.

I appreciate the opportunity of evaluating this patient and hope the above information will be of service to you.

I declare under penalty of perjury that the information contained in this report and its attachments, if any, is true and correct to the best of my knowledge and belief, except as to information that I have indicated I received from others. As to that information, I declare under penalty of perjury that the information accurately describes the information provided to me and, except as noted herein, that I believe it to be true.

In addition, I also state under penalty of perjury that there has been no violation of Labor Code Section 139.3.

Sincerely,

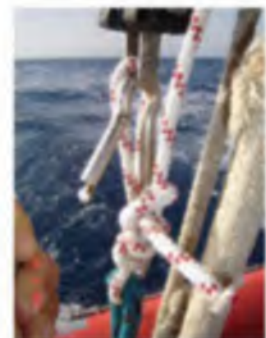
Allan Konce, M.D.
Orthopaedic Specialist, AME, IME

AK:ip

cc: Dr. Smith Ketchum
Overseas Medical Center

Liars need to have good memories. Algernon Sidney

We lie loudest when we lie to ourselves. Eric Hoffer



Foolish men imagine that because judgment for an evil thing is delayed, there is no justice; but only accident here below. Judgment for an evil thing is many times delayed some day or two, some century or two, but it is sure as life, it is sure as death. Thomas Carlyle

From the letter dr A. Konce sent to Craig D. Stewart, Investigator-Medical Board of California Enforcement Program on March 1, 2001

COLAK, Anna

March 1, 2001

Page three

11/1/00: a letter from Ms. Colak. She states a letter was addressed to Bay Medical Center. She stated that the diagnosed left ankle sprain "the injury resulted with reduction of functional status of the left foot and ankle in the terminal phase and instability of the ankle of the first degree. A reconstruction surgery might eventually be considered with dubious results". She continues with "I complained against you for malpractice professional negligence, hiding documents, telling lies, not speaking the truth to the Medical Board of California, as you already know, and Consumer Services ; Dorothy Horn closed your case and no further action is anticipated. She is hiding you. I did not close this case. I will lodge complaint against her. Soon she will receive letter where I informed her about it. I write this openly because all documents will appear on Internet Web Site and media, so you will be promoted and get more patient's. What will happen for two months, we will see?.

DISCUSSION

Now regarding the ankle injury, our diagnosis was that of an uncomplicated ankle sprain (Grade I). She had an unremarkable examination of the left ankle except for tenderness over the anterior talofibular ligament. There was no swelling. To date we have not received any medical records, or any medical reports, from an orthopedic surgeon or a medical physician in her native country, nor in any other country which would give us an accurate record of the patient's condition. Sprains are graded on a scale of one to three, mild, moderate, severe reflecting the relative amount of tearing of the ligament. The letters Ms. Colak has sent, she indicates she has a Grade I ligament sprain and that almost always results in a complete cure within two to six weeks.

It is my opinion the patient's injury was correctly diagnosed. She was seen by Lisa Few, Physicians Assistant and by myself. She was treated and returned to work appropriately. She was given the X-rays of her left ankle.

She was told to return if necessary. I would be happy to review any medical records. This may change my opinion regarding her medical findings and her work status.

I hope this information is satisfactory for your needs

Sincerely,


Allan Konce, M.D.
Orthopedic Surgeon

AK:jw.



P and I ship's insurer appointed orthoped Zeljko Cesarec: "the remaining consequences are permanent", and Spec. for Occupational medicine Milorad Stipanovic report Oct. 2000: "injury of 17 January 2000 has caused Ms Ana Colak a 5% (five percent) imparity". MBC received this documents translated in English by a sworn court interpreter. And I informed in year 2000 dr. Konce about cheque of \$3000 Vhips sent me for his "uncomplicated left ankle sprain" diagnosis? ", . . . respective contractual compensation for assessed 5 percent of permanent consequences for the accident on work I suffered... as the stewardess on board on 17 January 2000," Later Croatian government commission expert ascertained disability 6/13/01: "incurred as a consequence of an injury: 8th grade (30%)."

Few of many letters and faxes I sent to dr. A. Konce

.....

BAY MEDICAL CENTRE
2 CONNECTICUT STREET
SAN FRANCISCO
CALIFORNIA 94 107
U S A

To: M.D- Doctor KONCE

Fax: 00 1 415 – 621 – 0611

From: ANA ČOLAK

Date: 02.06.00

My FAX: ++ 385 020 411 284

PATIENT: COLAK, ANA
EMPLOYER: 7 SEAS NAVIGATOR
INSURANCE: INCHAPPE SHIPPING SERVICE

DATE: MAY 26 2000

Diagnosis : L ANKLE SPRAIN

.....

TO: Dr. KONCE

I AM BACK IN MY COUNTRY AND YOU ADVISED ME TO MAKE ALL EXAMINATION AGAIN. I AM NOT WORKING ANY MORE FOR MY COMPANY. MY CONTRACT IS OVER. I DO NOT HAVE MEDICAL COVER. AND MY EX COMPANY DOESN'T WANT TO PAY MEDICAL EXPENSES FOR LEG INJURY WHICH HAPPENED WHILE I WAS WORKING FOR THEM. YOU KNOW EXACTLY RIGHT DIAGNOSIS WHICH YOU HIDING FROM ME AND WHICH YOU CHANGED FEW TIMES. YOU EVEN DIDN'T GIVE ME ORIGINAL REPORT BUT CONSTRUED COPY. BUT YOU MADE MISTAKE ON THAT COPY WHICH EVERYBODY CAN SEE. IF YOU ARE REAL DOCTOR AND DECENT HUMAN BEING I AM ASKING YOU TO SEND ME ORIGINAL DIAGNOSIS – IF YOU ARE NOT THAT. THEN BE “DOCTOR” FOR MONEY AND WHAT EVER YOU ARE UNTIL YOUR DEATH.

IF I GET ANSWER I'LL FAX MY ADRESS. ALL THE BEST

.....

Of course I did not get answer on this fax so I faxed again, my husband found on internet information - The Patient Access to Health Records Chapter of California's Health and Safety Code.

Whoever is detected in a shameful fraud is ever after not believed even if they speak the truth. Phaedrus

Light has come into the world, and every man must decide whether he will walk in the light of altruism or the darkness of destructive selfishness. Martin Luther King, Jr.

ANA ČOLAK
SRESERSKA 6
20 000 DUBROVNIK
C R O A T I A
Email: ivica.colak@tnt-travel.com

BAY MEDICAL CENTER
2 CONNECTICUT STREET
SAN FRANCISCO
CALIFORNIA 94 107
U S A

Fax: ++ 385 020 411 284

17. 06. 2000.

PATIENT: ČOLAK ANA
EX-EMPLOYER: RADISSON SEVEN SEAS CRUISES (M/S SEVEN SEAS NAVIGATOR)
DATE OF MEDICAL EXAMINATION – X-RAY, left ankle – 26 MAY 2000

CALIFORNIA STATUTORILY GRANTS A PATIENT THE RIGHT OF ACCESS TO HIS HEALTH CARE INFORMATION

Health care providers must allow patients to see and copy their medical records within five days of a written request and for a "reasonable fee." Providers may not withhold records because of unpaid bills for health services. [Cal. Health & Safety Code § 123110.] [Cal. Health & Safety Code § 123130.] Health & Safety Code § 123105.) The Patient Access to Health Records Chapter of California's Health and Safety Code

To: MD ALLAN KONCE

From: ANA ČOLAK

How I didn't get on 26 May 2000 my diagnosis I am requesting my REAL medical records according above mentioned California Laws. I enclose "reasonable fee" of \$10 for first class postage and your fee. (by California Laws it is \$1 for first page and \$ 0.25 for each additional page if you do not know the Laws of your country than it is better you learn it) I requested from you diagnosis in human way by fax from 02.06.2000 but I didn't receive anything from you. By Law you are obliged to send me it on my written request. If you do not do this, for it there are other Laws – BETTER LEARN THOSE LAWS? Cal. Bus. & Prof. Code § 2225.5 (multiple violations incur higher penalties).]

Any patient or representative aggrieved by not being supplied record access may bring an action against the health care provider to enforce the right to access, and obtain costs and reasonable attorney fees. [Cal. Health & Safety Code § 123120.] Medical Board of California or the Board of Podiatric Medicine. Here is my email adress and fax to inform me that requested medical record will be sent soon because I need it for my health problems with left ankle. Ana Čolak

- Doctors are the same as lawyers; the only difference is that lawyers merely rob you, whereas doctors rob you and kill you too. Anton Chekhov 1860-1904

- The secret of health for both mind and body is not to mourn for the past, nor to worry about the future, but to live the present moment wisely and earnestly. Buddha

- It is a man's own mind, not his enemy or foe, that lures him to evil ways. Buddha

**ANA ČOLAK
SRESERSKA 6
20 000 DUBROVNIK
C R O A T I A
Email: ivica.colak@tnt-travel.com**

**BAY MEDICAL CENTER
2 CONNECTICUT STREET
SAN FRANCISCO
CALIFORNIA 94 107
U S A**

Fax: ++ 385 020 411 284

19. 06. 2000.

**PATIENT: ČOLAK ANA
EX-EMPLOYER: RADISSON SEVEN SEAS CRUISES (M/S SEVEN SEAS NAVIGATOR)
DATE OF MEDICAL EXAMINATION – X-RAY, left ankle – 26 MAY 2000**

(2) "Professional negligence" means negligent act or omission to act by a health care provider in the rendering of professional services, which act or omission is the proximate cause of a personal injury or wrongful death, provided that such services are within the scope of services for which the provider is licensed and which are not within any restriction imposed by the licensing agency or licensed hospital 364.1. No action based upon the professional negligence of a physician and surgeon or doctor of podiatric medicine may be commenced unless the 90-day prior notice required by Section 364 is also sent to the Medical Board of California or the Board of Podiatric Medicine, as applicable, at the same time it is sent to the defendant. The Medical Board of California or the Board of Podiatric Medicine shall maintain the notice as a confidential part of a potential investigation file. Because of your wrong diagnosis I now have problems with my leg. Your diagnosis was L ankle sprain – fit for duty – return for full unrestricted duty. You gave me IBUPROFEN 800 MG ONE-TWO TIMES A DAY and HYDROCODONE 500MG. These tablets were not good for me and I can not walk or stand long without pain.

Following from letter sent to A. Konce Bay Medical Center on 26 July 2000

. . . your dates are wrong and mixed on your evalution, second, diagnosis has been changed three times I didn't get first one which I had in my hand in your clinic on 26 May 00, if you check documents which you sent to me, you can easily find which copy missing. Don't tell me those documents are "lost". I have very good memory and I'll tell you some details about that copy when time comes for it. Third, I didn't sprain ankle on 5/17/00, nor I reinjured on 05/26/00 on Jobsite again. How I could be one time "restricted 8 hours work" and second time fit for duty, return to full unrestricted duty on same day of your examination?

I've got diagnosis from leading expert after I got x-ray, MRI, CT? Now I have big problem with my ankle for which you wrote only L ankle sprain and that I am fit for unrestricted duty from 26 May 00. From that time until today pain didn't disapear it got worse, and now I can't walk without crutches nor I can sit without elevation of my leg.(364.1) My doctor said that if I am in USA my ankle would be operated. Send me two missing documents as soon as posible and explain me why I didn't get my diagnosis on 26 May 00. I got x-ray, MRI, CT, diagnosis same day in clinics which I visited and in your clinic you covered it, three times changed it, at first refused to give me my picture, told me that picture belong to insurer who pays for it, told me if I like another picture I have to pay for it \$50 then you told me that x-ray man went for lunch when I said I will wait and pay for new picture, after all you gave me first picture without asking \$50? Nothing similar happened on other clinics I visited? After all what happened on your clinic I didn't trust you - I made another examination? Thank you

**Obliti privatorum publica curate. - Forget private interest work for public good.
Dubrovnik 15. Century - inscribed in rector's palace**



San Francisco CA 94107

AP
PH

Phone: (415) 546-6920

REFERRAL SLIP

[illegible]

From Fax sent from VShips Monaco, from G. J. Rogers on 10 April 2000 to ITF FIT CISL ROMA to Captain R. Di Fiore "On her own initiative she saw a doctor in Croatia. As we read the medical records there was no finding of fractures as she claims, nor permanent injury." I did not claim anything I only sent medical findings from my orthopedist, who claimed it. This medical record from Radisson Owners of the m/v Seven Seas Navigator P and I ship's insurer who appointed orthopedist Ž. Cesarec on 18 October 2000 show that my injury is permanent. I have to thank dr. Cesarec who after examination gave me this medical finding, otherwise I do not believe that V Ships would ever disclose this to me or ITF seaman union-because claimed that injury is not permanent as their dr. Konce from San Francisco whom I never seen and his diagnosis was "uncomplicated left ankle sprain" - "fit for duty"



TRANSLATION FROM CROATIAN

POLYCLINIC

ProVita

Polyclinic for Ophthalmology, Internal Medicine,
Orthopedics, Otolaryngology and Psychiatry

Rijeka, Trpimirova 2/1

Pho/Fax: 051/214-654, 212-683, 339-873, 211-292

Name and Family Name: ANA ČOLAK, born 1960

Address:

Date of Birth: 1960

At Rijeka, 18/10/00

Medical Findings - ORTHOPEDIST

Injury to the left foot ankle on 17/01/2000 on board a ship / employed as a stewardess.
Practically no treatment until 26/05/00, when first examination was made by an orthopedist in San Francisco (no medical findings enclosed).

Treatment (and examinations) continued in Split.

Herewith enclosed is the complete medical documentation on previous examinations and treatment.

AN: Pain in the left foot ankle when under strain, standing, walking and during similar activities.

CLINICAL IY: Per aspectum anatomically-morphologically without particular distinction in comparison with the right side, except for a "sag" on the lat. side - projection of a lig. talofibulare ant.

Functionally: Limitation in terminal phase "on the account of" dorsal flexion and combined movement of the foot inversion.

Signs of instability of the 1st degree.

OPINION: According to the medical documentation submitted and clinical examination this is a matter of "non treated" injury of a ligament on the left foot ankle, i.e. front talofibular ligament and tibiofibular syndesmosis, and there is a possibility of "infracture" of lat. malleola.

The injury resulted with reduction of the functional status of the left foot ankle in terminal phase and instability of the ankle of the 1st degree, which is being manifested in certain statodynamic insufficiency during walking, especially on uneven ground, prolonged standing, under weight, during eventual sport and recreational activities and similar.

The condition may be considered as definite - the remaining consequences are permanent.

It is suggested to use orthopedic devices, baths, shoes with higher boot-leg.

A reconstruction surgery might eventually be considered with "dubious" result (time elapsed from the injury).

Made in Rijeka, 18/10/00

Dr. Željko Cesarec, spec. orthopedist
(signature)

I, prof. Nives Vidak, court interpreter for the English language, duly sworn and commissioned by Decree of the President of the District Court in Dubrovnik No. 4 Su-201/98 of 19 June 1998, hereby certify that this is a true translation of the original document in Croatian.
Made in Dubrovnik this 25th day of October, 2000.





Translation from the Croatian Language

DIAGNOSTICAL AND INTERVENTION RADIOLOGY CLINIC
Medical University in Zagreb
Clinic Center Zagreb

Chief: Prof. dr. sc. Raska Štem-Padovan, tel 2388-455, fax 2388-250

RADIOLOGY FINDINGS

RTG Archive no.	6843 B	Zagreb 29.06.2000.
Clinic/ward	Out-patient	
Registry no.	17392	
Surname & name	ČOLAK Ana	
Date of Birth	1960	
Referral diagnosis		
Examination	CT ankle left leg	

Radiologist	Doc. Dr. Kristina Potučki	073024
Radiologist		
Occ. medicine eng.	Lanić, Randić	
Secretary	Kuš	

Findings :

X-ray of the left talo crural joint, evident thornlike membrane intercross projections, also distinctive diastase.
Fissure of the fibula malleolus.
Intraarticular difference of the talo crural joint maintained.

Computensed tomography effected through the talo crural joint and described fissure found in fibula malleolus region with significant soft tissue swelling, without the possibility of sufficient border analysis in the peroneal reticulum superiorum, aswell as the calcaneus fibula ligament.

Ligament trauma?

Orthopaedic examination?

(signature)
R.S.

I, **Katinka Pačec**, court interpreter for the English language, appointed by the President of the District Court in Dubrovnik, Decree No. SU 22/97 of October 28th 1997, herewith certify the above is a true translation of the Croatian original.

Dubrovnik, 13th July 2000



“ The purpose of this article is to evaluate the incidence and to give a general review of the examination of the posterior ligament complex. . . Motor-vehicle accidents are the most common cause of the injury, but sports-related traumas (football, skiing) have increased in recent years. The high number of high energy mechanisms involved (up to 90 %), cause ligament ruptures often to be associated with other injuries, especially fractures of the femur and tibia head. In polytrauma patients PCL ruptures are frequently recognized very late, because the possibility of this kind of injury is often not considered during the clinical examination. . . A correct roentgenogram can reveal an avulsion of the tibia and can prove posterior instability due to a posterior translation of the tibia.”

Hochstein P, Schmickal T, Grutzner PA, Wentzensen A, -Berufsgenossenschaftliche Unfallklinik Ludwigshafen.



First MRI date 12/Jun/2000 - Dr Kalajžić - from Split did not write real facts when he heard that I am seafarer? My orthopedist was very angry because of it – broken fibula bone and damaged ligaments. He told me not to give anybody this MRI that doctors can write whatever they like but picture showing truth. I paid 1600 kuna for MRI dr. Kalajžić kept us one more day in Split and said that picture will be ready next morning? When we made appointment by phone he told us it will be ready for one hour, and same day we can return to Dubrovnik.



Second MRI date 11/October/2000 - from Zagreb
Dr. Čavka marked arrows - only 2 hours waited for MRI.



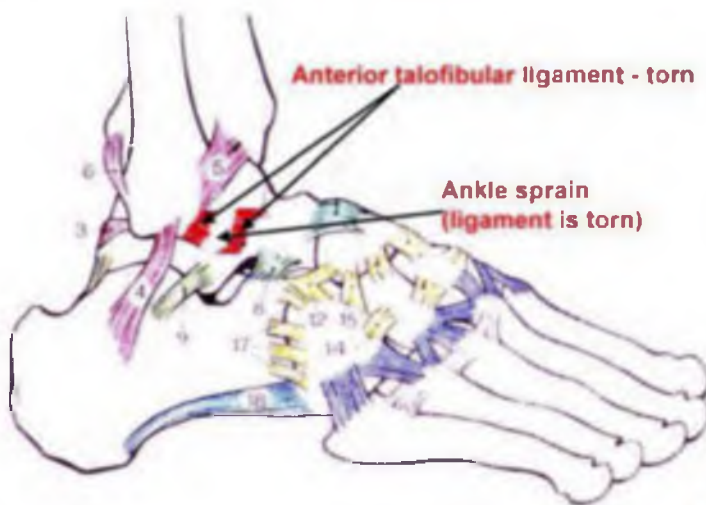
Shower door (plastic hinges)
on the ship m/v Seven Seas
Navigator, year 2000.



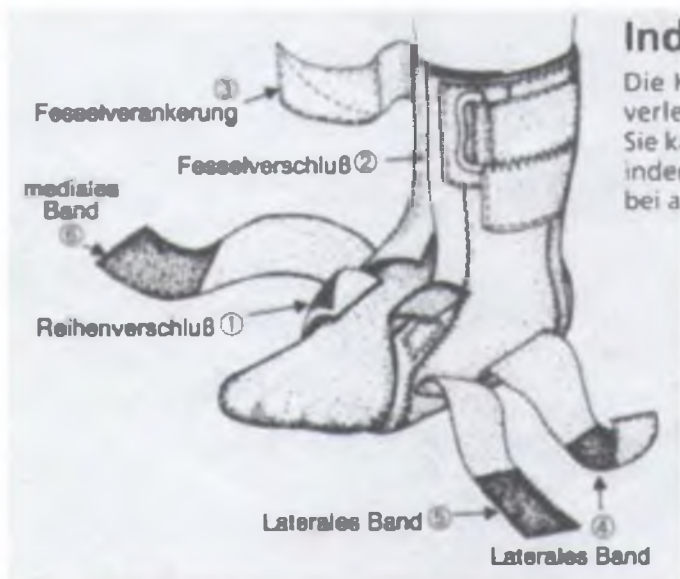
YOUR FEET: FOUNDATION OF HEALTH

The foot is Nature's engineering marvel. Your feet contain 52 bones (one-fourth of all the bones in your body), 114 ligaments and 38 muscles. In your lifetime, you walk more than 70 000 miles or almost three times around the world. On a very few inches, you balance and carry a load weighing more than a hundred pounds and ranging up to six feet high, or more. And depending upon your occupation, you may spend as much as three-fourths of your walking hours on your feet. So keep them in good condition and they will serve you well as your foundation of health.

When an inversion ankle sprain occurs, the result is damage to the anterior talo-fibular and calcaneofibular ligaments ranging from a mild stretch or strain to complete disruption. Infrequently, a "high" ankle sprain occurs involving damage to the anterior tibio-fibular syndesmosis (ligament). The deltoid ligament, which is located on the inside of the ankle, is much stronger and is rarely significantly damaged. Careful examination is necessary to determine the severity or "grade" of the injury and x - rays should be taken to explore the possibility of a fracture or other associated injury.



One of my Diagnosis. Stp. Distorsionem art. talocruralis sin. Contractura gr. levioris ATC - MRI: avulsio proximalis ligamenti fibulotalare anter. ruptura subtota-
lis lig. fibulotalare poster.
And two ankle braces prescribed from my doctor, first on 22/02/2001 and second different brace on 29/07/2003 and confirmed from The Croatian Health Insurance Administration three doctors-commission)



This is enough for now one day we shall know all?

The great art of life is sensation, to feel that we exist, even in pain. Lord Byron

WHAT I LEARNED AND UNDERSTOOD FROM PAIN

Email to graham. rogers@vships.com 21 Nov 2000 09:38:00

"I can not walk or stand long without pain, even can not rest long ankle on the floor when sitting, I feel ligaments during weather changes, on the beach can not expose ankle to sunlight." Sent to my lawyers: "Tue, 23 Jan 2001 08:58:49 - 0800 (PST) . . . My doctor recommended physical therapy - exercises, electrotherapy, magnetotherapy and treatment will finish on 10 Jan 2001. . . "

"Date: Sat, 27 Jan 2001 09:10:55 EST - I have visited my doctor yesterday and he sent me again for physical therapy, here is in attachment referral slip and I have to start on 19 February 2001 at 10:15 in the morning. I don't know for how long probably will know on 19 Feb. I don't understand why orthopedist sending me again for therapy, why doctors extending this, when this will finish. I have to undergo again magnetotherapy, electrotherapy and physical exercises." I could not do exercises because of pain. On 30 March 2001 physical therapy finally finished - Orthopedist Đivo Brailo wrote Check up findings without particular improvement. Stabilizational surgery is in option! with prior X-ray (stress X-rays of TC ankle)" I hoped that after physical therapy: ankle pain will disappear.

"Tue, 16 Oct 2001 07:21:20 -0700(PDT) ". . . I will not forget all this because I feel pain which sometimes wake me up during night three to four times." I found that arnica gel eased my pain I did not use pain killers, have very bad side effects. I used arnica during night when pain occurred after applying gel few minutes later pain disappeared and I slept two, three hours, and repeated same thing again. This was going for months. During day was easier because I little walked.

Email sent to my lawyers - "Tue, 15 Jan 2002 08:53:42 -0800 (PST) - I am informing you that I visited my orthopedist on 11 January 2002 because of pain in my ankle. I explained him that pain is worse when blows Jugo wind than Bura (local winds), and if I walk long and that I wake up during night because of it. He told me that it will be for the rest of my life and to follow already prescribed things. Last visit enclosed in attachment and also one more of MRI pictures from Zagreb, which is marked with arrow. . . " - Pain is natural sign which warn that something is not right with body, so we can correct what is wrong with it. But we must learn how to escape mental and emotional suffering. Battle with pain makes conflict and battle in mind and cause duality conflict, and it must be cast out. Battle with pain is conscious and unconscious. Consciously we talk against pain, complain, feel self-pity, judge circumstances, other people who are cause of pain, and we wish that pain disappear as soon as possible. We can use narcotic pain killers and it will remove pain in minute but it is not good for body and what is more important it decrease your consciousness, you want to hide and run away from pain. I tried to meditate but could not sit with crossed legs. I couldn't meditate sitting in the chair because could not rest leg on the floor. Than I meditated resting my injured leg on the another chair. I never meditated so my mind was roaming through thoughts. Always pictures and questions: how looks dr. Konce, whom I never seen in my life, how he can declare under penalty of perjury that he examined me personally, who is dr. Smith Ketchum and why he refused to send me referral slip; why my calls for help sent to ITF inspectors all over the world to obtain ship's documents about injury are useless, pain gave power to all these thoughts. During night pain wake me and arnica gel temporary relieves pain. In one book I found: You can't escape pain: suffering is choice. I understood that we have to flow with pain. So I determined to meditate regularly every day, paying attention to breath so that my thoughts slow down its whirling. How pain was present all the time so attention by itself was directed during day and night on pain, even if I didn't want it. There are pain and I who perceive pain, but I think that I am body which feel pain. I notice that pain is not static, is full of life, pulsate, changing intensity, . . etc. . I and my husband payed fees for four days workshop on meditation and I started with new kind of meditation-tension release. No need for sitting, after breathing just lay on the floor and let it go. Every morning for one year never missed meditation. In summer was going every day on the beach, swimming and walking on the sandy bottom. I could not expose ankle to sun so I covered it with



white towel. All this did not remove pain but relieved it, because cause of pain existed, ligament was ruptured, overstretched, contracted and the body energy cannot circulate in its normal way. It is permanent disability, all time I wore ankle brace, and during night used arnica gel to get some sleep and rest. I gave up meditation-tension release-understood that meditation cannot heal damaged ligaments. It was physical damage and must be in same way corrected if it is possible, and no more pain. Is my pain self-inflicted or it was mistake of man who decided to make shower doors on m/s Seven Seas Navigator with plastic hinges which after some time worn out and were falling and injured me? I learned that is not good to inflict pain to anybody even to animals which also feel pain. Year, 2005, I and my husband visited ayurveda clinic in south India, to get rid of pain. Dr. Solomon P. G. told me that he is not believing that pain will disappear. I did not work, five years I suffered from pain of “uncomplicated left ankle sprain“ and “Patient was returned to full, unrestricted duty as of that same date, 5/26/00.” strange doctor? Here one story of pain: “Dr. Witherspoon Chief of Staff - By J. R. Pritchard - Wake Up - An elderly woman broke her ankle three months ago in another city. The ankle was better, but now her groin hurt and her hip was stiff. Her hometown orthopedist x-rayed the hip. The films were normal, so he gave her an arthritis medication for the pain. During the following months, she made several visits to his office. Her groin pain worsened, so the doctor changed the arthritis medication but that did not help. Then she told the doctor that she thought her leg was getting shorter. The doctor measured its length, and indeed it was. He prescribed a heel lift to balance the limbs. Her pain continued unabated. The next month, her leg seemed shorter still again, the doctor measured, and, again, she was right. The difference in length was nearly an inch “Osteoporosis” he said. Typical of elderly women, her bones were weak, so the leg was becoming shorter because of that. He raised the heel lift. When she came to see him on her final visit, she was quite fed up and was not to be trifled with. She could hardly get in and out of the shower. Her friends kept asking “Why does your groin still hurt?” and “Why doesn’t your doctor do something?” She needed answers. She didn’t believe her groin pain had anything to do with her broken ankle. It was fine! She demanded that he take another x-ray of her hip. He did, and there it was. A completely broken hip. Four months ago, her x-ray was normal. This one showed the “ball” part of the ball-and-socket joint completely detached from the femur (thigh bone). The detached femur was riding up against the socket, thus shortening the limb. She left his practice and underwent joint replacement surgery by another doctor. The hip was replaced with artificial materials. The woman sued her first doctor for malpractice. If he had diagnosed the problem earlier, the hip could have been fixed with screws. She could have avoided the more extensive joint replacement operation, and would not have had to walk about in such pain all that time. The case was settled for an undisclosed amount just before a jury trial was to begin. (visit website of dr. Witherspoon stories). “. . . If patient complain for pain after four months of injury than something must be wrong Orthoped Specialist must know it?” From Fax I sent to Medical Board of California - Central Complaint Unit explaining my pain. So in my case I had so many obstacles human greed, lies, corporations to fight, seamen union and agents who protected corporations which hiding evidence for injury, lawful and unlawful hiding of documents evidence of wrongdoing of Corporations which because of possible detention of ship and losing money do not send crew member to orthopedist, after been forced to do that by actions of my husband, sending me to doctor whom I never seen, and he claim under penalty of perjury that he personally examined me, - at the end judge have final word - closed case. Leonardo da Vinci 1452-1519 said: “It is better to suffer for truth than to be rewarded for lie.“ All humans acting according their limited knowledge, but when human understand Truth than will learn to love, and will start to grow in truth and not lies. Those who can understand things but doing opposite are hypocrites, they falsely pretending to be virtuous and just – but they are not, their own insincerity will lead them to do evil things. They will harm others and will sink day by day – is there for them way to escape fate of hypocrites - yes to wake up and live in Truth and love, otherwise it is their own wilful way which lead to self-corruption, self-degradation and self-destruction. Those who are interested for perishable interests of this world will be blinded by same interests - will not see the truth. Leave it, live in Truth and Love, you have right to live but let others also live. **Remember and don't forget who you are.**

Do not dwell in the past, do not dream of the future, concentrate the mind on the present moment. Buddha

Wealth does not bring about excellence, but excellence makes wealth and everything else good for men, both individually and collectively. Socrates

The good life is one inspired by love and guided by knowledge. Bertrand Russell

Life is a succession of moments. To live each one is to succeed. Corita Kent

This above all; to thine own self be true. Shakespeare

A useless life is an early death. Johann W. Goethe

The tragedy of life is what dies inside a man while he lives. Albert Schweitzer 1875-1965

Love is anterior to Life, Posterior to Death, Initial of Creation, and The Exponent of Earth.

Emily Dickinson

Our lives are like a candle in the wind.

Carl Sandburg

- There is no need whatsoever to be selfish. Discard every self-seeking motive as soon as it is seen and you need not search for truth; truth will find you.

Nisargadatta Maharaj 1897-1981

- To live a pure unselfish life, one must count nothing as one's own in the midst of abundance.

Buddha

- The greatest achievement is selflessness.

- The greatest worth is self mastery.

- The greatest quality is seeking to serve others.

- The greatest precept is continual awareness.

- The greatest goodness is a peaceful mind.

- The greatest wisdom is seeing through appearances. Atisha 982-1054

The ultimate truth is so simple. It is nothing more than being in the pristine state. This is all that needs to be said. Only mature minds can grasp the simple truth in all its nakedness. Ramana Maharshi

... One in all, All in One if only this is realized, no more worry about your not being perfect!... When oneness is not thoroughly understood, in two ways loss may be sustained: The denial of the world may lead to its absolute negation, while the denying of the Void may result in the denying of your [true] Self.

Pursue not the outer entanglements, dwell not in the inner Void; when the mind rests serene in the oneness of 'things, dualism vanishes by itself.



Life and death are like sunrise and sunset.
Buddha

When we return to the root, we gain the meaning; When we pursue the external objects, we lose the purpose.

The moment we are enlightened within, we go beyond the voidness of a world confronting us.

In the higher realm of true Being, there is neither "other" nor "self";

Seng-ts'an, (died, 606. year) third Zen patriarch. Source: Hsin-hsin ming "Inscription on the Self of the Self", Suzuki, 1960, pp. 76-82
Buddhism (Chan)

You are in the world, but you are not of the world...My Kingdom is not of this world. Jesus

Because you wrongly identify yourself with the body, you think of the other also as a body. Neither you nor he is the body. Ramana Maharshi 1879-1950

That immovable state, which is not affected by the birth and death of a body or a mind, that state you must perceive. Nisargadatta Maharaj

No evil can happen to a good man, in life or after death. (Apologia 42) Socrates 399-469 BC

...the thought that the best way - the only way - to truly overcome the fear of death is to live life in such a way that its meaning cannot be taken away by death. Johann Christoph Arnold

The acceptance of suffering is a journey into death. Facing deep pain, allowing it to be, taking your attention into it, is to enter death consciously. When you have died this death, you realize that there is no death - and there nothing to fear. Only the ego dies. Eckhart Tolle

Memento mori - Remember death

Do not seek death; death will find you. But seek the road which makes death a fulfillment.

Dag Hammarskjöld 1905-1961

As a well-spent day brings happy sleep, so life well used brings happy death.

Leonardo Da Vinci 1452-1519

He who harbours in his heart love of truth will live and not die, for he has drunk the water of immortality. Buddha B.C.E. 568-488

Purity of body and clarity of mind, non-violence and selflessness in life are essential for survival as an intelligent and spiritual entity. Nisargadatta M.

And then a Word sounds forth. The descended, radiating point of light ascends, responsive to the dimly heard recalling note, attracted to its emanating source. This man calls death and this the soul calls life. (17-469) Alice Bailey 1880-1949