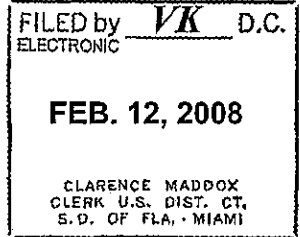


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

CASE NO:



RESHMA HARILAL,

Plaintiff,

v.

CARNIVAL CORPORATION,

08-20366-CIV-HOEVELER/BROWN

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff sues Defendant and alleges:

- 1A. Plaintiff is a citizen of the country of South Africa.
- 1B. Defendant CARNIVAL CORPORATION is a corporation incorporated under the laws of Panama with its principal place of business in Miami, Florida.
- 1C. Plaintiff is a seaman.
- 1D. The matter in controversy exceeds, exclusive of interest and costs, \$75,000.
- 1E. There is jurisdiction under 18 U.S.C. § 1595.
- 1F. There is also admiralty jurisdiction.
2. Defendant, at all times material hereto, personally or through an agent;
 - a. Operated, conducted, engaged in or carried on a business venture in this state and/or county or had an office or agency in this state and/or county;
 - b. Was engaged in substantial activity within this state;
 - c. Operated vessels in the waters of this state;
 - d. Committed one or more of the acts stated in Florida Statutes, Sections 48.081, 48.181 or 48.193;
 - e. The acts of Defendant set out in this Complaint occurred in whole or in part in this county and/or state.

3. Defendant is subject to the jurisdiction of the Courts of this state.

4. Defendant is engaging in a course of conduct subject to violation of federal criminal statutes with respect to the forced labor, slavery and/or human trafficking of Plaintiff and other crew members aboard their vessels.

5. Defendant's conduct may result in the forfeiture of their cruise ships used to commit and/or facilitate the forced labor, slavery and/or human trafficking pursuant to 18 U.S.C. §1594.

6. The causes of action asserted in this Complaint arise under the 18 U.S.C. § 1595; 18 U.S.C. § 1589 Forced Labor; 18 U.S.C. § 1590 Trafficking with Respect to Peonage, Slavery, Involuntary Servitude, or Forced Labor; 18 U.S.C. § 1592 Unlawful Conduct with Respect to Documents in Furtherance of Trafficking, Peonage, Slavery, Involuntary Servitude, or Forced Labor; 22 U.S.C. § 7101; 18 U.S.C. §1594; and 18 U.S.C. § 1593.

7. At all times material hereto, Defendant owned, operated, managed, maintained and/or controlled the vessel Liberty and the vessel Glory. Those vessels were registered in a flag of convenience country.

8. Pursuant to Defendant's communications to Plaintiff, Plaintiff was scheduled to sign onto one of Defendant's vessels to work in the position of stateroom stewardess to be compensated at the specified rate of pay for the stateroom stewardess position.

9. Pursuant to Defendant's Letter of Employment, Plaintiff traveled from South Africa to the state of Florida to join Defendant's vessel to work in the position of stateroom stewardess to be compensated at the specified rate of pay for the stateroom stewardess position.

10. After Plaintiff arrived in Florida to join Defendant's vessel under the agreement that she would work in the position of stateroom stewardess for approximately \$1,500 every two weeks, Defendant informed her that she would work in a lower position for approximately \$250 to \$300 every two weeks instead.

11. On or about February 9, 2008, Plaintiff refused to work in the lower position at the lower rate of pay.

12. On the above referenced date, Plaintiff requested Defendant return her passport so she

could leave and return home.

13. On the above referenced date, Defendant refused to return Plaintiff's passport to her in violation of 18 U.S.C § 1592.

14. On the above referenced date, Defendant forced and/or psychologically coerced Plaintiff to stay on board their vessel against her will.

15. On the above referenced date, Defendant forced and/or psychologically coerced Plaintiff to work aboard their vessel at a much lower rate of pay and in lower position than Plaintiff agreed to work.

16. At all times material hereto, the actions stated in paragraphs 9 through 14 occurred in the state of Florida.

17. At material times hereto, Plaintiff was forced and/or psychologically coerced to work aboard Defendant's vessel while it was in a port of United States and state of Florida.

18. At material times hereto, Plaintiff was forced and/or psychologically coerced to work aboard Defendant's vessel while it was in United States territorial waters.

COUNT I
FORCED LABOR PURSUANT TO 18 USC § 1589

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

20. On the above referenced date, Defendant obtained the labor and/or services of Plaintiff by reason of one or more of the following: By threats of serious harm to and/or physical restraint against Plaintiff; By means of a scheme, plan and/or pattern intended to cause Plaintiff to believe that, if she did not perform such labor and/or services, she would suffer serious harm or physical restraint; and/or By means of abuse or threatened abuse of law or the legal process as follows:

a. Defendant duped Plaintiff into traveling to the state of Florida from South Africa with very little money for a promise of a specified job at a specified compensation; and/or b. After Plaintiff arrived in the State of Florida with very little money, Defendant failed to provide Plaintiff the promised job or compensation that induced Plaintiff to travel from South Africa; and/or c. Defendant

failed to return Plaintiff's passport after she refused to work in the lower position for lower pay; and/or d. Defendant failed to allow Plaintiff to leave and return home after she refused to work in the lower position for lower pay ; and/or e. Defendant forced and/or psychologically coerced Plaintiff to stay on board their vessel against her will; and/or f. Defendant forced and/or psychologically coerced Plaintiff to work aboard their vessel against her will; and/or g. Defendant employed psychological methods of coercion to force Plaintiff to work aboard their vessel against her will; and/or h. Forced and/or psychologically coerced Plaintiff to sign a Crew Contract giving up her legal right to bring her dispute(s) in United States Courts in place of arbitration in a foreign country which she cannot practically afford or undertake; and/or i. Forced and/or psychologically coerced Plaintiff to sign the above referenced Crew Contract after she had traveled from South Africa to the state of Florida and was without sufficient financial means to refuse and return home; and/or h. Defendant engaged in a scheme, plan, or pattern to psychologically coerce Plaintiff and other crew members to sign the Crew Contract containing an arbitration provision with the full knowledge and intent that Plaintiff and the other crew members would not practically be able to arbitrate their disputes according to the Crew Contract; and/or i. By forcing and/or psychologically coercing Plaintiff to sign the Crew Contract with an arbitration provision, Defendant took away Plaintiff's ability to enforce her legal rights; and/or j. By forcing and/or coercing Plaintiff to sign the Crew Contract with an arbitration provision Plaintiff has no mechanism to enforce her legal rights as she is financially unable to arbitrate in a foreign country pursuant to the Crew Contract; and/or k. Through this unfair contract provision, Defendant has attempted to manipulate Plaintiff into believing she has no legally enforceable rights; and/or l. Defendant did not allow Plaintiff adequate time to review the Crew Contract, seek legal advise from an attorney with respect to the Crew Contract and/or did not provide Plaintiff with adequate notice of the terms and conditions contained in the Crew Contract; and/or m. Refused to provide Plaintiff with prompt, proper and/or adequate medical care for an illness which manifested while in the service of Defendant's vessel; and/or n. When Plaintiff sought adequate medical care for her condition, Defendant threatened to terminate her if she continued to seek the requested medical care; and/or o. After Defendant failed to provide Plaintiff with adequate medical

care for her condition and Plaintiff requested to sign off the vessel to obtain medical care on her own, Defendant prevented her from leaving the ship by taking away her means to exit the vessel, all of which forced Plaintiff's labor and services for the benefit of Defendant.

21. The term "serious harm" is intended to encompass not only physical violence, but also more subtle psychological methods of coercion.

22. As a result of the aforementioned actions of Defendant, the Plaintiff was forced and/or psychologically coerced to work aboard Defendant's vessel and, as a result, suffered injuries.

WHEREFORE, Plaintiff demands damages, including but not limited to: 1. An injunction to immediately release Plaintiff from Defendant; 2. An injunction for Defendant to immediately return Plaintiff's passport to her; 3. Mandatory restitution to pay Plaintiff's losses pursuant to 18 U.S.C. § 1593, including the full amount of Plaintiff's services/labor under the minimum wage and overtime guarantees of the Fair Labor Standards Act; 4. All damages entitled by law; 5. Attorney's fees pursuant to 18 U.S.C. § 1595; and 6. the forfeiture of Defendant's vessels that were used to commit and/or to facilitate the acts to the United States government pursuant to 18 U.S.C. § 1594, and demands jury trial of all issues so triable.

COUNT II
SLAVERY AND TRAFFICKING IN PERSONS PURSUANT TO 18 USC § 1590

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

24. On the above referenced date, Defendant recruited, harbored, transported, provided and/or obtained Plaintiff's labor and/or services as follows:

a. Defendant duped Plaintiff into traveling to the state of Florida from South Africa with very little money for a promise of a specified job at a specified compensation; and/or b. After Plaintiff arrived in the State of Florida with very little money, Defendant failed to provide Plaintiff the promised job or compensation that induced Plaintiff to travel from South Africa; and/or c. Defendant

failed to return Plaintiff's passport after she refused to work in the lower position for lower pay; and/or d. Defendant failed to allow Plaintiff to leave and return home after she refused to work in the lower position for lower pay ; and/or e. Defendant forced and/or psychologically coerced Plaintiff to stay on board their vessel against her will; and/or f. Defendant forced and/or psychologically coerced Plaintiff to work aboard their vessel against her will; and/or g. Defendant employed psychological methods of coercion to force Plaintiff to work aboard their vessel against her will; and/or h. Forced and/or psychologically coerced Plaintiff to sign a Crew Contract giving up her legal right to bring her dispute(s) in United States Courts in place of arbitration in a foreign country which she cannot practically afford or undertake; and/or i. Forced and/or psychologically coerced Plaintiff to sign the above referenced Crew Contract after she had traveled from South Africa to the state of Florida and was without sufficient financial means to refuse and return home; and/or h. Defendant engaged in a scheme, plan, or pattern to psychologically coerce Plaintiff and other crew members to sign the Crew Contract containing an arbitration provision with the full knowledge and intent that Plaintiff and the other crew members would not practically be able to arbitrate their disputes according to the Crew Contract; and/or i. By forcing and/or psychologically coercing Plaintiff to sign the Crew Contract with an arbitration provision, Defendant took away Plaintiff's ability to enforce her legal rights; and/or j. By forcing and/or coercing Plaintiff to sign the Crew Contract with an arbitration provision Plaintiff has no mechanism to enforce her legal rights as she is financially unable to arbitrate in a foreign country pursuant to the Crew Contract; and/or k. Through this unfair contract provision, Defendant has attempted to manipulate Plaintiff into believing she has no legally enforceable rights; and/or l. Defendant did not allow Plaintiff adequate time to review the Crew Contract, seek legal advise from an attorney with respect to the Crew Contract and/or did not provide Plaintiff with adequate notice of the terms and conditions contained in the Crew Contract; and/or m. Refused to provide Plaintiff with prompt, proper and/or adequate medical care for an illness which manifested while in the service of Defendant's vessel; and/or n. When Plaintiff sought adequate medical care for her condition, Defendant threatened to terminate her if she continued to seek the requested medical care; and/or o. After Defendant failed to provide Plaintiff with adequate medical

care for her condition and Plaintiff requested to sign off the vessel to obtain medical care on her own, Defendant prevented her from leaving the ship by taking away her means to exit the vessel, all of which forced Plaintiff's labor and services for the benefit of Defendant.

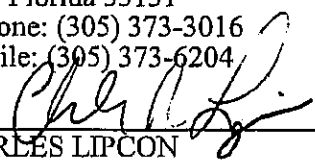
25. The term "serious harm" is intended to encompass not only physical violence, but also more subtle psychological methods of coercion.

26. Defendant recruited, harbored, transported, provided and/or obtained Plaintiff's labor and/or services and, as a result, Plaintiff suffered injuries.

WHEREFORE, Plaintiff demands damages, including but not limited to: 1. An injunction to immediately release Plaintiff from Defendant; 2. An injunction for Defendant to immediately return Plaintiff's passport to her; 3. Mandatory restitution to pay Plaintiff's losses pursuant to 18 U.S.C. § 1593, including the full amount of Plaintiff's services/labor under the minimum wage and overtime guarantees of the Fair Labor Standards Act; 4. All damages entitled by law; 5. Attorney's fees pursuant to 18 U.S.C. § 1595; and 6. the forfeiture of Defendant's vessels that were used to commit and/or to facilitate the acts to the United States government pursuant to 18 U.S.C. § 1594, and demands jury trial of all issues so triable.

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By



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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) NOTICE: Attorneys MUST Indicate All Re-Filed Cases Below

I. (a) PLAINTIFFS

Reshma Harilal

(b) County of Residence of First Listed Plaintiff Durban
(EXCEPT IN U.S. PLAINTIFF CASES) South Africa

(c) Attorney's (Firm Name, Address, and Telephone Number)
Charles Lipcan, Tonya Maister
Lipcan, Margulies and Alsina, P.A.
2 South Biscayne Blvd, # 1776
Miami, FL 33131 (305) 303-3016

DEFENDANTS

Carnival Corporation

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

Attorneys (If Known)

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input checked="" type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 640 R.R. & Trunk	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 861 HIA (1395D)	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 863 DWI/DUI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 530 General	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 864 SSD Title XVI	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 871 IRS—Third Party	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 750 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 445 Armer, w/Disabilities - Employment		<input type="checkbox"/> 791 Empl. Ret. Inv.	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 446 Armer, w/Disabilities - Other			<input type="checkbox"/> 871 IRS—Third Party	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 440 Other Civil Rights			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 950 Constitutionality of State Statutes

FILED by [Signature] D.C.
INTAKE
FEB 12 2008
CLARENCE MADDOX
CLERK U.S. DIST. CT.
S.D. OF FLA. - MIAMI

V. ORIGIN

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Re-filed (see VI below)
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

(See instructions second page):
a) Re-filed Case YES NO
b) Related Cases YES NO
JUDGE _____ DOCKET NUMBER _____

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):
18 USC Sec. 1095 and admiralty jurisdiction
LENGTH OF TRIAL via 5 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD
[Signature]

DATE
2-11-08

FOR OFFICE USE ONLY
AMOUNT \$350.00 RECEIPT # 974796

02112108