

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

CIRCUIT CIVIL DIVISION

CASE NO. 11-21318 CA 25

SECURITY ALLIANCE, LLC, a Florida
limited liability company, and
SPERE, INC., a Florida corporation,

Plaintiffs,

v.

CARNIVAL PORTS, INC.,
a Florida corporation,

Defendant.

AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, SECURITY ALLIANCE, LLC (“Security Alliance”) and SPERE,
INC. (“Spere”) (collectively “Plaintiffs”) hereby file their Amended Complaint
against CARNIVAL PORTS, INC. (“Defendant”) and state:

JURISDICTION, VENUE AND THE PARTIES

1. This is an action for damages in excess of \$15,000.00, excluding
interest, costs and attorneys’ fees.

2. Venue is proper in this Court pursuant to section 47.051 of the Florida Statutes and because the cause of action accrued in Miami-Dade County, Florida and because Plaintiffs were due to be paid in Miami-Dade County, Florida.

3. Security Alliance is a Florida limited liability company with its principal place of business located in Miami-Dade County, Florida.

4. Spere is a Florida corporation with its principal place of business located in Miami-Dade County, Florida.

5. Defendant is a Florida corporation with its principal place of business located in Miami-Dade County, Florida.

6. All conditions precedent to the filing of this action have occurred, are deemed waived, excused, or are otherwise satisfied.

7. Plaintiffs have retained Vezina, Lawrence & Piscitelli, P.A. to represent them in the prosecution of this action, and are obligated to pay such attorneys their reasonable fees and expenses.

BACKGROUND ALLEGATIONS

8. On or about June 11, 2003, Security Alliance and Defendant entered into a contract (the "Contract") whereby in exchange for payment, Security Alliance would provide certain services for Defendant as specifically set forth in the Contract. (A true and correct copy of the Contract is attached hereto as Exhibit "A").

9. The Contract contemplates the performance of service, including the preparation of a report containing:

a. An in-depth vulnerability and risk assessment of the port located in Puerta Maya in the State of Quintana Roo, Mexico, including an analysis of security vulnerabilities and weaknesses; and

b. Comprehensive recommendations on improving security practices in accordance with the International Code for the Security of Ships and of Port Facilities prepared by the Maritime Safety Committee of the International Maritime Organization.

10. Pursuant to the terms of the Contract, in addition to the foregoing services, Defendant requested and Security Alliance performed additional work referred to as special projects (the “Special Projects”). (*See Exhibit A at page 2*).

11. The Special Projects included:

a. Investigating the Municipal President (Mayor) of Quintana Roo that was (according to Defendant) trying to prevent Defendant from building a home port that would have (according to Defendant) allowed cruise passengers to bypass the immigration process for passport purposes when entering and/or leaving Mexico;

b. Investigating Defendant's General Manager in Cozumel, Mexico, which Defendant ultimately fired for (according to Defendant) providing prostitutes and other favors for some of the cruise ship captains;

c. Investigating Defendant's Port Director because (according to Defendant) he used his position to engage in unscrupulous and unethical acts during his tenure;

d. Investigating Defendant's General Manager in Roatan, Mexico under the guise of performing a preliminary security survey; and/or

e. Investigating retail shops throughout all Defendant's ports of call in the Caribbean to attempt to calculate square footage, number of employees, types of merchandise sold and displays used by those retail establishments.

12. Defendant's action(s) estop or waive any contractual obligation to obtain written authorization prior to commencing Special Projects and/or work in excess of \$25,000.00 including, but not limited to, Defendant's payment to date of approximately \$150,000.00 to Security Alliance for Special Projects and/or work pursuant to the Contract without Defendant providing written authorization to Security Alliance.

13. In fact, in an effort to prevent a paper trail, Defendant's President, Giora Israel often used a personal non-Carnival email address to correspond with

Security Alliance throughout the performance of its work and/or on Special Projects.

14. The parties' course of performance was such that the secretary of Defendant's President (Giora Israel) would telephone Security Alliance resulting in a face-to-face meeting between Mr. Israel and Security Alliance whereby Mr. Israel on behalf of Defendant would instruct Security Alliance to perform work including Special Projects, which were later documented by emails after the fact, Security Alliance reports to Defendant for the work performed and payment by Defendant to Security Alliance for the work performed including Special Projects.

15. Pursuant to the terms of the Contract and express directive of Defendant's President, Giora Israel, from March 7 through March 31, 2011 Security Alliance performed the following Special Project: investigate retail shops throughout all Defendant's ports of call in the Caribbean to attempt to calculate square footage, number of employees, types of merchandise sold and displays used by those retail establishments (the "Caribbean Special Project").

16. As to the Caribbean Special Project, Defendant's President, Giora Israel, did not want any paper trail due to the supposed confidential nature of the work to be performed by Security Alliance.

17. Thus, pursuant to Mr. Israel's instructions, Security Alliance billed Defendant for the Caribbean Special Project with a Spere invoice. (A true and correct copy of Plaintiff's invoice is attached hereto as Exhibit "B".)

18. Upon receipt of the Spere invoice, Defendant paid the expenses listed on therein. (Ex. "B")

19. Specifically, Defendant paid \$12,804.59 reflected in Exhibit "B", but to date has failed to pay the balance of \$31,400.00.

COUNT I – BREACH OF CONTRACT
(SECURITY ALLIANCE)

20. Security Alliance incorporates and re-alleges paragraphs 1 through 19 of this Amended Complaint as though fully set forth herein.

21. Defendant breached the Contract by failing to pay Security Alliance.

22. As a result of Defendant's breach of the Contract, Security Alliance has suffered damages.

WHEREFORE, Plaintiff Security Alliance, LLC demands judgment in its favor and against Defendant Carnival Ports, Inc., for damages in the amount of \$31,400.00 together with interest, costs including attorneys' fees pursuant to the parties' Contract, and such other relief deemed just and proper.

CAUSES OF ACTION IN THE ALTERNATIVE

COUNT II – OPEN ACCOUNT
(SPERE)

23. Spere incorporates and re-alleges paragraphs 1 through 19 of this Amended Complaint as though fully set forth herein.

24. Defendant owes Spere \$31,400.00 that is due with interest since April 13, 2011, according to the attached Invoice. (Ex. “B”).

WHEREFORE, Plaintiff Spere, Inc. demands judgment in its favor and against Defendant Carnival Ports, Inc., for damages in the amount of \$31,400.00 together with interest, costs, and such other relief deemed just and proper.

COUNT III – ACCOUNT STATED
(SPERE)

25. Spere incorporates and re-alleges paragraphs 1 through 19 of this Amended Complaint as though fully set forth herein.

26. Before the institution of this action, Spere and Defendant had business transactions between them and on or about April 13, 2011, they agreed to the resulting balance.

27. Spere rendered the Invoice of it to Defendant and Defendant did not object to the Invoice. (Ex. “B”)

28. Defendant owes Spere \$31,400.00 that is due with interest since April 13, 2011, on the account.

WHEREFORE, Plaintiff Spere, Inc. demands judgment in its favor and against Defendant Carnival Ports, Inc., for damages in the amount of \$31,400.00 together with interest, costs, and such other relief deemed just and proper.

COUNT IV – UNJUST ENRICHMENT
(SECURITY ALLIANCE)

29. Security Alliance incorporates and re-alleges paragraphs 1 through 7 of this Amended Complaint as though fully set forth herein.

30. If Security Alliance does not prevail on its legal remedies such as its claim for breach of contract, Security Alliance lacks an adequate remedy at law.

31. Security Alliance conferred a benefit on the Defendant, who has knowledge of that benefit.

32. Security Alliance provided services and labor to Defendant.

33. Specifically, Security Alliance provided services and labor in performing an investigation of retail shops throughout all Defendant's ports of call in the Caribbean to attempt to calculate square footage, number of employees, types of merchandise sold and displays used by those retail establishments.

34. The Defendant accepts and retains the conferred benefit.

35. Under the circumstances it would be inequitable for the Defendant to retain the benefit without paying for it.

WHEREFORE, Plaintiff Security Alliance, LLC demands judgment in its favor and against Defendant Carnival Ports, Inc., for damages in the amount of

\$31,400.00 together with interest, costs, and such other relief deemed just and proper.

COUNT V – QUANTUM MERUIT
(SECURITY ALLIANCE)

36. Security Alliance incorporates and re-alleges paragraphs 1 through 7 of this Amended Complaint as though fully set forth herein.

37. Security Alliance provided a benefit in the form of services to Defendant.

38. Specifically, Security Alliance provided services and labor in performing an investigation of retail shops throughout all Defendant's ports of call in the Caribbean to attempt to calculate square footage, number of employees, types of merchandise sold and displays used by those retail establishments.

39. Defendant assented to and received the services.

40. Defendant was aware that Security Alliance expected to be compensated.

41. Defendant was unjustly enriched thereby.

42. Security Alliance is entitled to the reasonable value of the labor performed and the market value of the materials furnished.

WHEREFORE, Plaintiff Security Alliance, LLC demands judgment in its favor and against Defendant Carnival Ports, Inc., for damages in the amount of

\$31,400.00 together with interest, costs, and such other relief deemed just and proper.

JURY DEMAND

Plaintiffs, Security Alliance, LLC and Spere, Inc. demand a trial by jury on all issues so triable.

Dated: August 22, 2011.


CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished via facsimile and U.S. Mail to: JEFFREY E. FOREMAN, ESQ., Foreman Friedman, P.A., One Biscayne Tower, Suite 2300, Two South Biscayne Boulevard, Miami, Florida 33131, on this 22 day of August, 2011.

Respectfully submitted,

VEZINA, LAWRENCE & PISCITELLI, P.A.
Attorneys for Plaintiffs
121 Alhambra Plaza, Suite 1604
Coral Gables, Florida 33134
Telephone: (305) 443-2043
Facsimile: (305) 443-2048

By: _____


DANIEL R. VEGA
Florida Bar No. 148120
MIGUEL A. BRIZUELA
Florida Bar No. 21465



June 9, 2003

Mr. Giora Israel
President
Carnival Ports, Inc.
3655 NW 87th Avenue
Miami, FL 33178-2488

Dear Giora;

We are pleased to have the opportunity to work with you and provide you with this proposal. As you may know, Security Alliance, LLC provides a full spectrum of security related services to our clients.

We propose to conduct the following services (the "services") on behalf of Carnival Ports, Inc. (Carnival): (i) an in-depth vulnerability and risk assessment of the port located in Puerto Maya in the state of Quintana Roo, Mexico, including an analysis of current security procedures and programs and a risk assessment to identify Carnival's security vulnerabilities and weaknesses and (ii) comprehensive recommendations on improving security practices in accordance with the International Code for the Security of Ships and of Port Facilities prepared by the Maritime Safety Committee of the International Maritime Organization. All written materials, documentation, studies and reports (including working drafts) prepared and compiled in connection with the services shall be referred to herein as "Reports".

A comprehensive Report detailing our findings will be provided to Carnival at the conclusion of our investigation.

Security Alliance, LLC will charge an hourly fee of \$85.00 per investigator and \$150.00 for services provided by the case manager, plus reasonable and actual expenses we incur will be charged at cost to Carnival, subject to Carnival's standard reimbursement policies. The total cost of the project will depend on certain variables (i.e., additional work requests, availability of personnel, etc.), but in no event shall exceed \$25,000 without the written consent of Carnival. This estimate does not include the costs for implementing our security recommendations and Security Alliance, LLC would require Carnival to provide a written approval prior to initiating those services.

Security Alliance, LLC is mindful of the cost of professional services, and always uses professionals who are suited for the Projects in order to get the desired results for our clients. We will provide competent, timely and professional services and use our best efforts (consistent with industry standards), when providing our services to Carnival Ports, Inc.

EXHIBIT

"A"

tabbies

All of Security Alliance's invoices are payable within 30 days, without offset of any kind or nature whatsoever. In the event of an error or dispute on an invoice, Carnival Ports, Inc. agrees to promptly pay the undisputed portion of the invoice and all invoices over 30 days will accrue interest at a rate of 10% per annum.

In addition to the services, Security Alliance, LLC may, from time to time, be requested by Carnival to perform special projects (the "special projects"). Special Projects shall only be assigned by Giora Israel and all information or reports (if any) delivered by Security Alliance, LLC, in connection therein, shall be directed only to Giora Israel on a strictly confidential basis. These Special Projects will be quoted on a case-by-case basis and Carnival will provide written authorization prior to engaging in these services.

Nothing in this letter shall be construed as creating a partnership or employer-employee relationship between Carnival and Security Alliance, LLC or any employee thereof. Security Alliance LLC shall not represent that it is an employee, partner or agent of Carnival and it shall not have any authority to bind Carnival in any manner.

The parties agree that any employees or agents of Security Alliance, LLC (the "Individuals") providing services hereunder shall be treated as independent contractors and shall not be considered employees of Carnival. Carnival shall not furnish a salary, sick pay, vacation, insurance coverage, retirement benefits, worker's compensation insurance or any other fringe benefit to the Individuals. The parties agree that Carnival shall not be responsible for payment of any federal, state or local taxes or contributions required for Unemployment Insurance or Social Security/Medicare. Security Alliance, LLC agrees that it is responsible for (and shall indemnify, defend and hold Carnival harmless) from any and all claims related to Individuals' performance of Services or Special Projects, including, without limitation, any claims for personal injury, death or property damage.

Security Alliance, LLC, on its behalf and on behalf of the Individuals, expressly agrees and understands that Carnival owns and/or controls information and material which is not generally available to third parties and which Carnival considers confidential. Such information shall become known to Security Alliance, LLC or the Individuals on a strictly confidential basis.

In addition, Security Alliance, LLC agrees that all material, studies, information collected, prepared or used under this engagement, including, without limitation, all Reports ("Information") shall remain the sole property of Carnival. Security Alliance, LLC agrees that during the term of its engagement and at all times thereafter, (i) it shall not use any Information for its own use or for any purpose other than the specific purpose of completing the Services or Special Projects contemplated in this Agreement; (ii) it shall not disclose any Information to any other person or entity; and (iii) it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Information. Upon termination, any Information in any form, which has been furnished by Carnival to Security Alliance, LLC or the Individuals, shall be either (i) promptly returned to Carnival or its duly authorized representative, or (ii) at Carnival's option and upon its written instruction, Security Alliance, LLC shall destroy the Information under Carnival's supervision (or furnish Carnival with an affidavit of such destruction sworn to by a representative of Security Alliance, LLC).

For purposes herein, "Information" is defined as all material which is not generally available to third parties and which Carnival considers confidential, including without limitation, methods, products, processes, trade secrets and other information applicable to its business and that it may from time to time acquire, improve or produce.

Security Alliance, LLC further acknowledges that any work prepared under this Agreement, including all Reports delivered hereunder, shall be considered "Work for Hire" and the exclusive property of Carnival. To the extent such work may not be deemed a "Work for Hire" under applicable law, Security Alliance, LLC hereby assigns to Carnival all right, title and interest in and to Security Alliance, LLC Copyrights for such work. Security Alliance, LLC shall execute and deliver to Carnival such instruments of transfer and take such other action that Carnival may reasonably request, including, without limitation, executing and filing, at Carnival's expense, copyright applications, assignments and other documents required for the protection of Carnival's rights to such materials.

Because Security Alliance, LLC's breach herein may cause Carnival irreparable harm for which money is inadequate compensation, it agrees that Carnival will be entitled to temporary and permanent injunctive relief to enforce this agreement, in addition to damages and other available remedies. If any action is necessary to enforce this agreement, the prevailing party shall be entitled to recover its attorneys' fees.

Security Alliance LLC agrees that the Services to be performed hereunder shall be done in strict compliance with all applicable laws and regulations. Under no circumstances, will Security Alliance LLC offer, grant or in any way suggest the granting of any kind of incentive payment, gratuity, remuneration, money and/or favor to any government agency or official, so as to ensure, guarantee or obtain any information, consents, approvals or waivers related to any Services or Special Projects assigned hereunder.

This engagement shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of Florida and the parties agree to submit to the jurisdiction of the United States District Court for the Southern District of Florida for the resolution of any disputes arising under this Agreement. In connection with any litigation arising from this Agreement, the prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorneys' fees for such litigation and any subsequent appeals.

This engagement or any Services or Special Projects may be terminated by Carnival at any time upon two (2) days notice, without liability, except for accrued fees and expenses up to the date of termination.

Should you have any questions regarding this proposal or for more information on the services we offer, please don't hesitate to contact me at my office at (305) 670-6544 or on my cellular at (305) 710-1126.




Sincerely,



David Ramirez
President

Authorization To Proceed:


Authorized by _____ Date JUNE 11, 2003

GIADA ISRAEL
Title PASSIONATE

MIAMI • ATLANTA • CHARLOTTE • RALEIGH • DALLAS • TAMPA
National Headquarters
9350 Financial Centre • Penthouse V • Miami • Florida • 33156
Phone: (305) 670-6544 • Fax: (305) 670-6545

Invoice



SPERE, Inc.
FEIN: 20-3514388

Invoice No. 11-14568
Invoice Date: 4/13/11

9745 SW 110th Street
Miami, Florida 33176

Bill To:
Address:

Giora Israel
Carnival Corporation & PLC
3655 NW 87th Avenue
Carnival Place
(305) 406-4919

(305) 710-1126
www.sperere.us
businessrisks@gmail.com

Phone:

Dates	Description	Days	Rate	Total
3/7 - 3/20	Shop Assessment (ORTEGA)	14.00	\$ 800.00	\$ 11,200.00
	Assistant (Full Day)	9.00	\$ 400.00	\$ 3,600.00
	Assistant (Half Day)	3.00	\$ 200.00	\$ 600.00
3/8 - 3/25	Shop Assessment (RAMIREZ)	8.00	\$ 800.00	\$ 6,400.00
	Assistant (Full Day)	5.00	\$ 400.00	\$ 2,000.00
3/23 - 3/31	Shop Assessment (ORTEGA)	7.00	\$ 800.00	\$ 5,600.00
	Assistant (Full Day)	5.00	\$ 400.00	\$ 2,000.00
	Expenses (RAMIREZ)	1.00	\$ 6,153.35	\$ 6,153.35
	Expenses (ORTEGA)	1.00	\$ 4,475.10	\$ 4,475.10
	Expenses (ORTEGA)	1.00	\$2,176.14	\$ 2,176.14
	Invoice Subtotal			\$ 44,204.59
	Tax rate			0.00%
	TOTAL			\$ 44,204.59

Make all checks payable to SPERE, Inc.
Total due in 15 days. Overdue accounts subject to a service charge of 2% per month.

Thank you for your business!

