Filing # 256361507 E-Filed 09/03/2026 01:27:32 PM

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

CASE NO.: _____

STAVROS FLOROS,

Plaintiff,

v.

ACUN MEDYA S.A.,

ACUN MEDYA GLOBAL S.A.,

ACUN LLC,

ACUN ILICALI, and

NEWS DOT COM ANONYME
RADIO-TELEVISION & COMMERCIAL
COMPANY FOR THE PROVISION OF
INFORMATION & NEWS *d/b/a/ Skai TV*,

Defendants.
_____/

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, STAVROS FLOROS, sues Defendants, ACUN MEDYA S.A., ACUN MEDYA GLOBAL S.A., ACUN LLC, ACUN ILICALI, and NEWS DOT COM ANONYME RADIO-TELEVISION & COMMERCIAL COMPANY FOR THE PROVISION OF INFORMATION & NEWS *d/b/a/ Skai TV*, and in support states:

INTRODUCTION

The instant Complaint is filed on behalf of Stavros Floros, a star contestant on *Survivor Greece*, the internationally acclaimed reality competition series, whose left leg was severed above the knee when a tour boat's propellers struck him while he was spearfishing for food during the show's production.

The instant suit names Defendants Acun Medya, Acun Medya Global, Acun LLC, media mogul Acun Ilicali, and Skai TV, alleging the producers built the show's entire format around requiring contestants to spearfish in open water — waters heavily trafficked by tourist boats near Bayahibe, Dominican Republic — without safety boats, spotters, protected zones, or adequate warning markers, despite prior near-misses and even a prior fatality in the exact same waters.

The complaint alleges herein that the May 11, 2026 incident left Floros' severed leg lost in the ocean, and that only a tourniquet applied by a stranger aboard the offending tourist boat kept him alive. He was later evacuated to Miami's Ryder Trauma Center at Jackson Memorial Hospital, where he underwent multiple surgeries over a grueling 61-day hospitalization.

The lawsuit anchors Florida jurisdiction through media mogul Acun Ilicali's extensive, longstanding ties to Miami — including his multi-million-dollar mansion in Miami Beach — and in years of prior *Survivor Greece* and *Survivor Turkey* seasons filmed in Miami, complete with on-air segments sending contestants to the city as a luxury reward.

This lawsuit seeks monetary damages in an amount in excess of $100 million on behalf of Stavros Floros.

THE PARTIES

1. Plaintiff, STAVROS FLOROS, is a Greek national and citizen of Greece, over the age of eighteen (18), who at all material times was a cast member and contestant on *Survivor Greece*. Following the incident described herein, Plaintiff was transported to and received extensive medical treatment in Miami-Dade County, Florida, including multiple surgeries at the Ryder Trauma Center at Jackson Memorial Hospital, while spending 61 days in Florida during the production and broadcasting of *Survivor Greece*. At all times material hereto, Plaintiff held Jones Act "seaman" status, as that term is understood under 46 U.S.C. § 30104, vis-à-vis the Defendants named herein, as they jointly employed Plaintiff and controlled his work aboard seagoing vessels. As set forth more fully below, Defendants' base of operations for the Production, including the Florida-based conduct described herein, further supports the application of United States maritime law, including the Jones Act, to Plaintiff's employment relationship with Defendants. *See Lauritzen v. Larsen*, 345 U.S. 571 (1953).

2. Defendant, ACUN MEDYA S.A., is, upon information and belief, a foreign corporation organized under the laws of Turkey and/or Greece, which produced, filmed, financed, staffed, operated, and/or controlled *Survivor Greece*.

3. Defendant, ACUN MEDYA GLOBAL S.A., is, upon information and belief, a foreign corporation and/or holding entity affiliated with, controlled by, and/or acting in concert with ACUN MEDYA S.A., which ACUN MEDYA S.A. utilizes to enter into contracts with United States-based companies and networks, including but not limited to Telemundo based in Miami, Florida, and which is, upon information and belief, alter ego of, a joint venturer with, and/or agent of ACUN MEDYA S.A. for the production, financing, licensing, and/or distribution of ACUN

MEDYA S.A.'s television properties and/or shows, including in the United States and the State of Florida.

4. At times, ACUN MEDYA S.A. and ACUN MEDYA GLOBAL S.A. may be collectively referred to as "ACUN MEDYA", when appropriate.

5. Defendant, ACUN LLC, is a limited liability company organized under the laws of the State of Florida, owned and/or controlled by Defendant, ACUN ILICALI — the founder, owner, and Chief Executive Officer of ACUN MEDYA S.A. and ACUN MEDYA GLOBAL S.A. — which owns real property located in Miami-Dade County, Florida located at 250 S. Coconut Lane, Miami Beach, Florida, 33139. ACUN LLC, upon information and belief, is the alter ego of, and/or an instrumentality and agent of, ACUN MEDYA S.A and/or ACUN MEDYA GLOBAL S.A., used by ACUN ILICALI to hold Florida assets utilized in connection with the operation, promotion, and administration of ACUN MEDYA S.A.'s television productions, including *Survivor Greece*.

6. Defendant, ACUN ILICALI is the founder, owner, and Chief Executive Officer of ACUN MEDYA S.A. and ACUN MEDYA GLOBAL S.A.; and ACUN ILICALI is the beneficial owner of real property located in Miami-Dade County, Florida, at the address 250 S. Coconut Lane, Miami Beach, Florida, 33139, which was used to film *Survivor Greece*; ACUN ILICALI uses ACUN LLC, a Florida limited liability company, to hold and own that property for his personal and business use, including business use for ACUN MEDYA S.A.

7. ACUN MEDYA S.A., ACUN MEDYA GLOBAL S.A., ACUN LLC, and ACUN ILICALI may be served in Florida via ACUN LLC's registered agent located at: 777 NW 72nd Ave., Suite 1100, Miami, FL 33126.

8. Defendant, NEWS DOT COM ANONYME RADIO-TELEVISION & COMMERCIAL COMPANY FOR THE PROVISION OF INFORMATION & NEWS *d/b/a/ Skai TV* (hereinafter "SKAI TV"), is, upon information and belief, a foreign corporation organized under the laws of Greece which owns and/or operates the Skai Television network, and which produced, financed, broadcast, and/or was otherwise a joint venturer and/or partner with the other Defendants named herein for the production and broadcast of *Survivor Greece*.

9. As evidenced below and in the attached affidavits, ACUN MEDYA, ACUN ILICALI and SKAI TV extensively filmed *Survivor Greece* and a related show, *Survivor Turkey*, in Miami, Florida, over several years. Specifically, *Survivor Greece* was filmed in Miami, Florida in the years: 2018, 2021, 2022 and 2023; and Survivor Turkey in the years 2013, 2016, 2017 and 2018. Defendants' filming of *Survivor Greece* in Miami, Florida has a direct connection to Plaintiff's incident and resulting injury because Plaintiff decided to participate in *Survivor Greece* based upon his watching of the previous seasons of the show being filmed in Miami, Florida. Also, as evidenced below, ACUN ILICALI is the decision-maker for the safety of contestants participating in *Survivor Greece*, and, upon information and belief, ACUN ILICALI made decisions as to Plaintiff's safety as a contestant on *Survivor Greece* while ACUN ILICALI was in Florida.

THIS COURT'S JURISDICTION

A. Subject Matter Jurisdiction.

10. This Court has subject matter jurisdiction over this action pursuant to Article V, Section 5(b) of the Florida Constitution and section 26.012, Florida Statutes, because the amount in controversy exceeds the jurisdictional threshold for circuit court, exclusive of interest, costs, and attorneys' fees. This Court has jurisdiction to hear the Jones Act and general maritime law

claims asserted herein pursuant to the "saving to suitors" clause, 28 U.S.C. § 1333, and 46 U.S.C. § 30104, which afford Plaintiff the right to pursue these maritime claims in state court.

11. This is an action for damages in excess of $75,000, exclusive of interest, costs, and attorneys' fees, arising from catastrophic and permanently disabling injuries sustained by Plaintiff on May 11, 2026, while he was a cast member and contestant on *Survivor Greece*, a reality television competition produced, filmed, staffed, financed, operated, and controlled jointly by the Defendants named herein, either by partnership, joint venture, and/or concert of action (hereinafter referred to as the "Production").

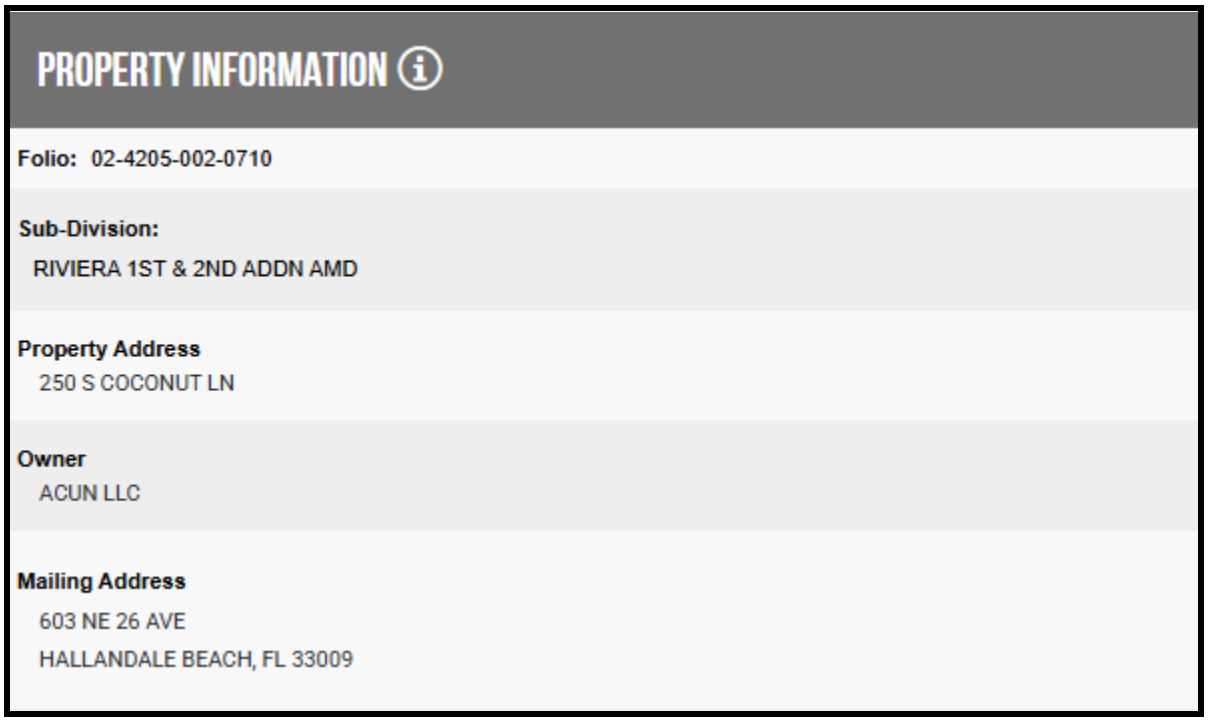
B. Personal Jurisdiction.

12. This Court has both specific and general personal jurisdiction over Defendants pursuant to Florida's long-arm statute, section 48.193, Florida Statutes, and consistent with the due process requirements of the Fourteenth Amendment to the United States Constitution.

i. Specific Jurisdiction – ACUN ILICALI's operation of ACUN MEDYA's business venture from Florida (§ 48.193(1)(a)(1)).

13. ACUN ILICALI is the founder, owner, and Chief Executive Officer of ACUN MEDYA S.A. and ACUN MEDYA GLOBAL S.A. Upon information and belief, ACUN ILICALI is the controlling decision-making authority behind ACUN MEDYA's productions, including *Survivor Greece*, and makes and/or directs all material decisions concerning those productions — including decisions concerning contestant safety of the type at issue in this action. At times ACUN ILICALI made such safety decisions concerning *Survivor Greece* from his residence at 250 S. Coconut Lane, Miami Beach, FL 33139 — that is, while ACUN ILICALI was personally and physically present within this state. Because ACUN ILICALI was physically present in Florida when making these decisions, jurisdiction over him individually does not depend on imputing ACUN MEDYA's corporate acts to him and is not subject to any "corporate shield" or "fiduciary

shield" limitation, which by its own terms applies only to acts performed entirely outside the forum. See *Kitroser v. Hurt*, 85 So. 3d 1084, 1089 (Fla. 2012); *Doe v. Thompson*, 620 So. 2d 1004, 1006 (Fla. 1993) (corporate officer subject to jurisdiction for intentional misconduct or negligent acts undertaken while personally in Florida). As noted above, this residence is held by ACUN LLC, but is used by ACUN ILICALI for his personal benefit and for ACUN MEDYA's benefit as the residence was used to film prior seasons of *Survivor Greece*. Provided below is evidentiary proof, which is self-authenticating given it is found at the Florida Secretary of State's and Miami-Dade Property Appraiser's websites, concerning ACUN ILICALI's ownership and/or control of ACUN LLC and its assets:



PROPERTY INFORMATION

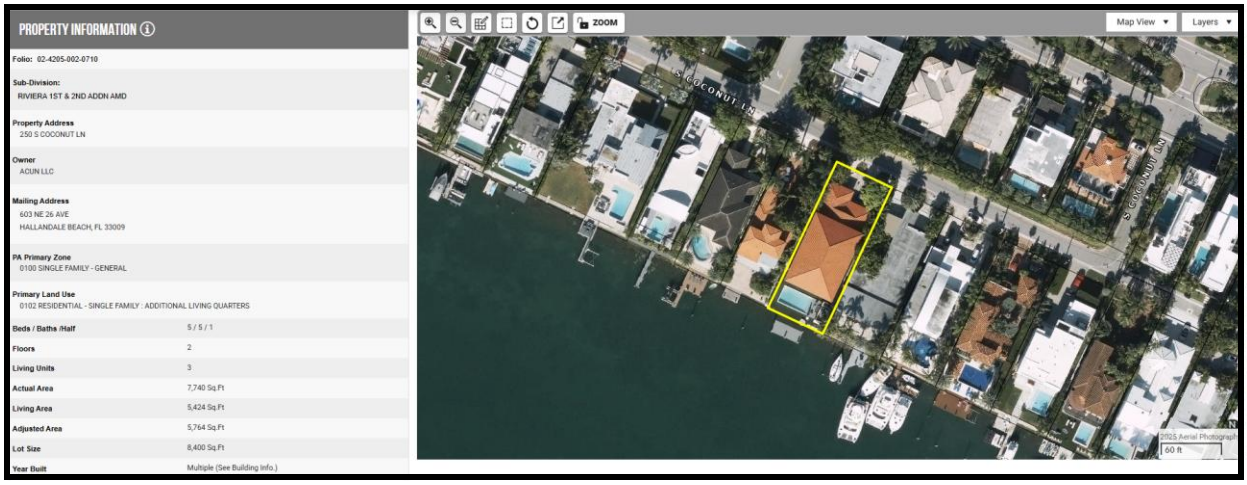
Folio: 02-4205-002-0710

Sub-Division:
RIVIERA 1ST & 2ND ADDN AMD

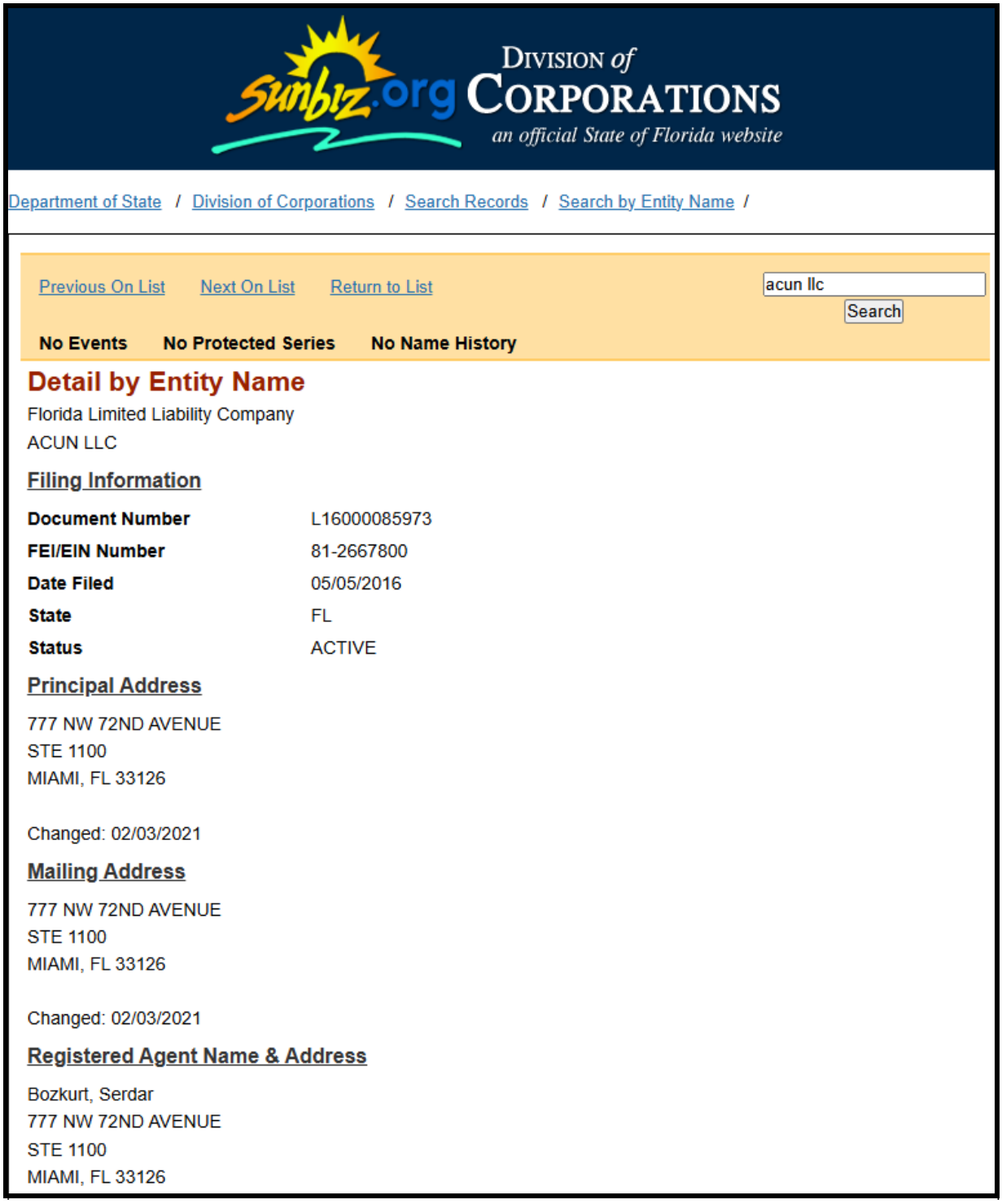
Property Address
250 S COCONUT LN

Owner
ACUN LLC

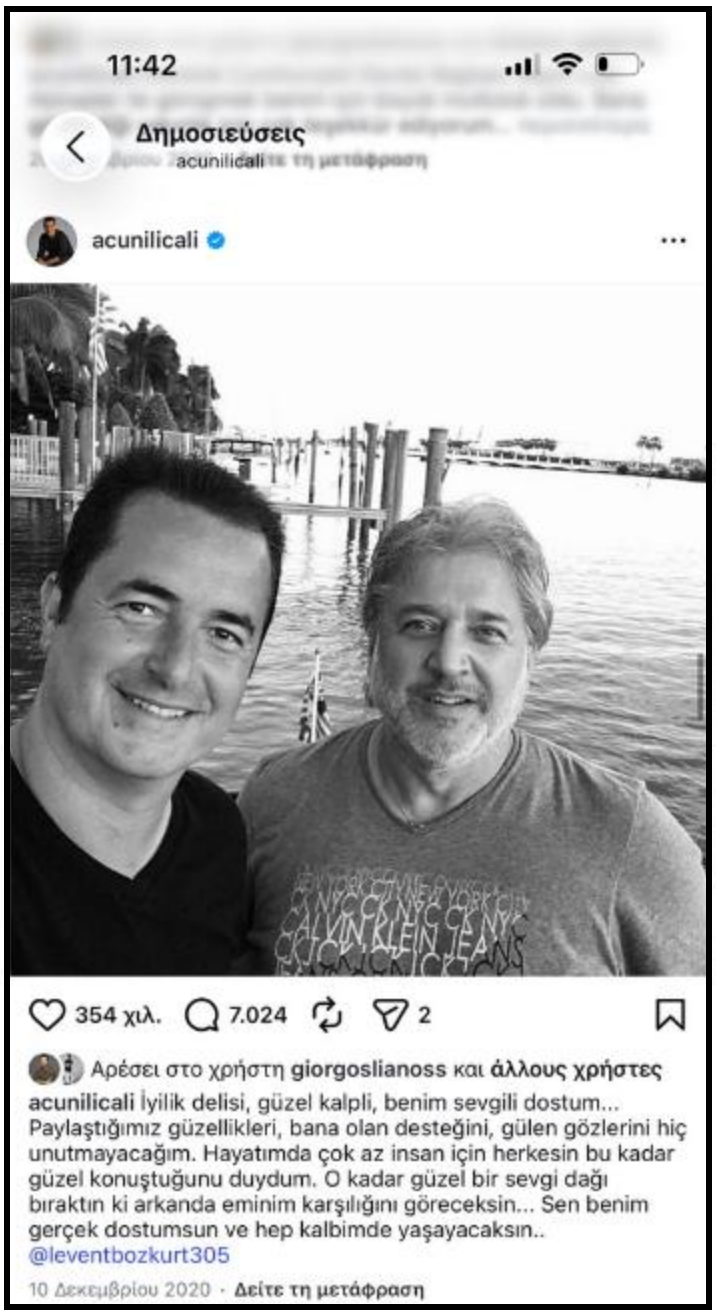
Mailing Address
603 NE 26 AVE
HALLANDALE BEACH, FL 33009



These are excerpts from the Miami-Dade Property Appraiser's website showing that the property 250 S. Coconut Lane, Miami Beach, Florida 33139 is owned by ACUN LLC.



This is an excerpt from Florida's Secretary of State's website showing Serdar Bozkurt is the Registered Agent for ACUN LLC.



This is an Instagram post by ACUN ILICALI, dedicated to his long-time friend, Levent Bozkurt, who is the brother of Serdar Bozkurt. Serdar Bozkurt took over Registered Agent duties of LLC after his brother, Levent Bozkurt, passed away. In this post, ACUN ILICALI writes: “You are a pure-hearted, beautiful person, my dear friend... I will never forget the beauty we shared, the support you gave me, and your smiling eyes. In my life, I have heard very few people spoken of so beautifully by everyone. You have left behind such a beautiful mountain of love, I am sure you will be rewarded for it... You are my true friend and you will always live in my heart.” This post appears to show the backyard and Miami Beach backdrop from the property 250 S. Coconut Lane, Miami Beach, Florida 33139.



Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Officer/Registered Agent Name /

Previous On List Next On List Return to List Bozkurt Leven Search

Events **No Protected Series** **No Name History**

Detail by Officer/Registered Agent Name

Florida Limited Liability Company
ACUNN LLC

Filing Information

Document Number	L16000067066
FEI/EIN Number	81-2728521
Date Filed	04/05/2016
Effective Date	04/04/2016
State	FL
Status	INACTIVE
Last Event	VOLUNTARY DISSOLUTION
Event Date Filed	03/30/2017
Event Effective Date	03/31/2017

Principal Address

1920 E HALLANDALE BEACH BLVD PH#6
HALLANDALE BEACH, FL 33009

Mailing Address

1920 E HALLANDALE BEACH BLVD PH#6
HALLANDALE BEACH, FL 33009

Registered Agent Name & Address

BOZKURT, LEVENT
1920 E HALLANDALE BEACH BLVD PH#6
HALLANDALE BEACH, FL 33009

This is an excerpt from Florida's Secretary of State's website showing Levent Bozkurt as the Registered Agent for ACUNN LLC, and now inactive limited liability company.

Electronic Articles of Organization
For
Florida Limited Liability Company

L16000067067
FILED 8:00 AM
April 05, 2016
Sec. Of State
tjschroeder

Article I

The name of the Limited Liability Company is:

ACUNN LLC

Article II

The street address of the principal office of the Limited Liability Company is:

1920 E HALLANDALE BEACH BLVD PH#6
HALLANDALE BEACH, FL. 33009

The mailing address of the Limited Liability Company is:

1920 E HALLANDALE BEACH BLVD PH#6
HALLANDALE BEACH, FL. US 33009

Article III

The name and Florida street address of the registered agent is:

ACUN ILICALI
603 NE 26TH AVE
HALLANDALE BEACH, FL. 33009

Article IV

L16000067067
FILED 8:00 AM
April 05, 2016
Sec. Of State
tjschroeder

The name and address of person(s) authorized to manage LLC:

Title: PRSD
ACUN ILICALI
603 NE 26TH AVE
HALLANDALE BEACH, FL. 33009 US

Article V

The effective date for this Limited Liability Company shall be:

04/04/2016

Signature of member or an authorized representative

Electronic Signature: ACUN ILICALI

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FOR LIMITED LIABILITY COMPANY

Pursuant to the provisions of sections 605.0114 or 605.0116, Florida Statutes, the undersigned limited liability company submits the following statement in order to change its registered office or registered agent, or both, in the State of Florida.

1. Name of the limited liability company: ACUNN LLC

2. (a) 1920 E HALLANDALE BEACH BLVD PH#6
Principal office address of limited liability company:
(Note: MUST BE STREET ADDRESS)
HALLANDALE BEACH FL 33009

(b) 1920 E HALLANDALE BEACH BLVD PH#
Mailing address of limited liability company:
(Note: MAY BE POST OFFICE BOX)
HALLANDALE BEACH FL 33009

3. 4/5/2016 Date of filing/registration in Florida

4. L16000067067 Document number

5. (a) ACUN ILICALI
Registered Agent and Registered Office shown on the records of the Florida Dept. of State:
603 NE 26TH AVE HALLANDALE BEACH FL 33009
Registered Office Address *(MUST BE FLORIDA STREET ADDRESS)*
1920 E HALLANDALE BEACH BLVD PH#6
HALLANDALE BEACH, FL 33009

(b) LEVENT BOZKURT
Enter name of NEW Registered Agent and/or NEW Registered Office address:
1920 E HALLANDALE BEACH BLVD PH#6 H BEACH FL
NEW Registered Office Address:
1920 E HALLANDALE BEACH BLVD PH#6
HALLANDALE BEACH, FL 33009

16 MAY 17 AM 7:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

If the limited liability company is not organized under the laws of the State of Florida, it is hereby confirmed that after the change or changes are made, the Florida street address of the registered office and the business office of the registered agent will be identical. Or, in the case of a Florida limited liability company, it is hereby confirmed that the change(s) was/were authorized by an affirmative vote of the members of the limited liability company or as otherwise provided in the articles of organization or the operating agreement of the limited liability company.

Signature of a member or authorized representative of a member

ACUN ILICALI
Printed or typed name of signee

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

Signature of Registered Agent

These are excerpts from Florida's Secretary of State's website showing ACUN ILICALI being the President and Registered Agent for ACUNN LLC; and then transferring those responsibilities to the late Levent Bozkurt.

14. In summary, the excerpts from the Florida Secretary of State's and Miami-Dade Property Appraiser's websites establish that ACUN LLC owns and holds real property in Miami Beach Florida, which is beneficially owned and used by ACUN ILICALI and ACUN MEDYA.

15. Further, all Defendants named herein used ACUN LLC's Miami Beach property as well as Miami, Florida in general, to actively film *Survivor Greece* and a related show, *Survivor Turkey*. Specifically, Defendants filmed and produced *Survivor Greece* in Miami, Florida in the years: 2018, 2021, 2022 and 2023; and *Survivor Turkey* in the years 2013, 2016, 2017 and 2018. For context, in prior seasons of *Survivor Greece*, from 2018, 2021, 2022 and 2023, contestants could win as a reward in the show a luxury travel trip to Miami, Florida, U.S.A., where the contestants would be treated to luxury dinners, travel to landmarks in the city and boat rides with ACUN ILICALI; including visit to his Miami Beach property described above and ACUN ILICALI's personal boat. Below are excerpts from the shows being filmed in Miami, Florida. *See* Affidavit of Sophie Florou, attached, for authentication of these excerpts.



This is a "Miami" Florida graphic used in the broadcast of *Survivor Greece*.



This is another “Miami” Florida graphic used in the broadcast of *Survivor Greece*.



This is a graphic used in the broadcast of *Survivor Greece* to show the contestants traveling from Dominican Republic to Miami, Florida as part of the above-described award.



This is another graphic used in the broadcast of *Survivor Greece*, for another season, to show the contestants traveling from Dominican Republic to Miami, Florida as part of the reward.



This is a screenshot from the show *Survivor Turkey* showing Survivor contestants at a luxury dinner in Miami, Florida with a world-famous super model, Adriana Lima.



This is a screenshot from *Survivor Greece* showing contestants in Miami, Florida on a boat, in front of Bayside, a Miami, Florida landmark.



This is a screenshot from *Survivor Greece* showing Government Cut and South Pointe park in Miami Beach, Florida.



This is a screenshot from *Survivor Greece* showing contestants in Wynwood, Florida in front of the Wynwood art walls, which is a Florida landmark.



This is a screenshot from *Survivor Greece* showing contestants in Wynwood, Florida in front of the Wynwood art walls, which is a Florida landmark.



This is a screenshot from *Survivor Greece* showing contestants on a speedboat ride in Miami Beach, Florida.



This is a screenshot from *Survivor Greece* showing contestants on a speedboat ride in Miami Beach, Florida.



This is a screenshot from *Survivor Greece* showing contestants in front of Milos Greek restaurant in Miami Beach, Florida.



This is a screenshot from *Survivor Greece* showing contestants at Milos Greek restaurant in Miami Beach, Florida.



This is a screenshot from *Survivor Greece* showing contestants partying in Miami Beach, Florida.



This is a screenshot from *Survivor Greece* showing contestants partying in Miami Beach, Florida



This is a screenshot from *Survivor Greece* showing an interview of a contestant who had won the reward of a trip to Miami, Florida as part of the Survivor Greece show, and during the interview, the contestant thanks ACUN ILICALI, the CEO of ACUN MEDYA, for letting him and fellow contestants use his boat while they were in Miami, Florida and as part of the *Survivor Greece* show which was filmed in Miami, Florida.



This is a screenshot from *Survivor Greece* showing contestants at, upon information and belief, ACUN LLC and ACUN ILICALI's house at 250 S. Coconut Lane, Miami Beach, Florida 33139.

16. Defendants' filming and production of *Survivor Greece* in Miami, Florida bears a direct causal connection to Plaintiff's incident and resulting injuries. Prior to applying to be a contestant on Survivor Greece, Plaintiff had watched the show when he was growing up, and Plaintiff applied to be a contestant on *Survivor Greece* directly in part on his desire to win the Miami, Florida travel reward. In other words, Plaintiff would not have participated in *Survivor Greece* and become injured had Defendants not filmed prior seasons of *Survivor Greece* in Miami, Florida. *See* Affidavit of Stavros Floros, attached. Other contestants have offered similar testimony on this point. *See* Affidavit of Georgios Polychros and Affidavit of Ioannis Revis, attached.

17. In summary, Defendants conduct, and continue to conduct, substantial personal and business activity in the State of Florida for pecuniary benefit, including through ACUN LLC which is owned and controlled by ACUN ILICALI, who also owns and controls ACUN MEDYA. Thus, ACUN LLC's ownership of Florida real property, and Defendants' use of that property in direct connection with the operation and administration of the *Survivor Greece* production, for profit, constitute the operation, conduct, and/or carrying on of a business venture within this state sufficient to confer specific personal jurisdiction over Defendants under section 48.193(1)(a)(1), Florida Statutes, and satisfy the requisite "connection" between Defendants' Florida activity and the claims asserted in this action. These activities, considered collectively, show a general course of business activity in Florida for pecuniary benefit, which is the operative test under Florida law for whether a defendant is "carrying on a business or business venture" within the meaning of section 48.193(1)(a)(1). *See Sculptchair, Inc. v. Rothstein-Kass, P.A.*, 94 F.3d 623, 627 (11th Cir. 1996) (quoting *Dinsmore v. Martin Blumenthal Assocs., Inc.*, 314 So. 2d 561, 564 (Fla. 1975)).

18. Further, upon information and belief, ACUN ILICALI has maintained a personal and business presence in Florida for approximately twenty (20) years, including through separate

Florida business entity that (i.e. ACUNN LLC) ACUN ILICALI personally registered as early as 2006 in connection with his acquisition of Florida residential real property. Below are excerpts of other television shows and social media posts by ACUN ILICALI and others showing ACUN ILICALI's personal and business related presence in Florida.



This is an excerpt from another show ACUN ILICALI (left) filmed and produced in Miami Beach, Florida, circa 2002.



This is a picture of ACUN ILICALI with actor and media personality Hakan Ural in Miami Beach, Florida, circa 2023



This is a picture of ACUN ILICALI with influencer Alper Rende in Miami Beach, Florida, circa 2023



This is a picture of ACUN ILICALI with his daughters in a Miami, Florida marina, circa 2022.



This is a picture of ACUN ILICALI on his boat in front of his Miami Beach, Florida residence, circa 2023.

19. Because ACUN ILICALI is the dominant, controlling owner, officer and alter ego ACUN LLC and ACUN MEDYA, and because he has directed and continues to direct the very decisions concerning contestant safety giving rise to Plaintiff's claims from and through Florida-based entities and Florida real property, personal jurisdiction over Defendants is independently proper under an alter-ego and/or agency theory imputing ACUN ILICALI's and ACUN LLC's Florida conduct to other Defendants. This nexus between the controlling owner's Florida presence and the specific safety decisions at issue is particularly significant in this action given Defendants' non-delegable duty, as Plaintiff's Jones Act employer(s), to provide Plaintiff with a reasonably safe place to work. Florida courts recognize personal jurisdiction over a parent or affiliated entity where a Florida-based entity is shown to be the alter ego, mere instrumentality, and/or agent of that entity. *See Qualley v. Int'l Air Serv. Co.*, 595 So. 2d 194 (Fla. 3d DCA 1992). Because that theory requires more than the conclusory labeling of an entity as an "alter ego," *see WH Smith, PLC v. Benages & Assocs., Inc.*, 51 So. 3d 577 (Fla. 3d DCA 2010), Plaintiff further avers that ACUN ILICALI dominates and controls ACUN LLC to such an extent that ACUN LLC has no separate, independent existence of its own — including because ACUN ILICALI, through ACUN LLC's registered agent and corporate history described above, personally directs the entity's affairs, uses ACUN LLC's sole asset (the Miami Beach property) interchangeably for his own personal purposes and for ACUN MEDYA's production and promotional purposes, and has never operated ACUN LLC as anything other than a personal holding vehicle for his and ACUN MEDYA's Florida activities. Discovery is expected to further substantiate this unity of interest, including as to any commingling of funds and disregard of corporate formalities.

20. Lastly, and as noted above, Plaintiff stayed in a Miami, Florida hospital for 61 days following the incident described herein. During that time, ACUN ILICALI personally traveled to,

and was physically present in, Florida, where he visited Plaintiff in the hospital. Upon information and belief, ACUN ILICALI's visit served multiple purposes: (i) to check on and monitor Plaintiff's medical condition and care, which Defendants were themselves arranging and funding in Florida, as alleged above; (ii) to conduct other business on Defendants' behalf while in Florida, including business matters associated with Plaintiff's appearance on Survivor Greece; and (iii) legal negotiations concerning Plaintiff's compensation and/or potential claims arising from the incident described herein. Pictures below show Plaintiff in the Miami, Florida hospital with ACUN ILICALI:



This is a picture of Plaintiff, post-incident, in the Miami, Florida hospital.



This is a picture of ACUN ILICALI visiting Plaintiff in the Miami, Florida hospital following Plaintiff's incident, which visit ACUN ILICALI made on Defendants' behalf. During this visit, ACUN ILICALI offered Plaintiff and his family to stay at ACUN ILICALI's residence in Miami Beach, Florida.

ii. General Jurisdiction — Defendants' Substantial and Not Isolated Activity Through the Telemundo/NBCUniversal Relationship and *Exatlon*'s U.S. Trademark (§ 48.193(2)).

21. Independently, this Court has general personal jurisdiction over Defendants pursuant to section 48.193(2), Florida Statutes, which provides that a defendant engaged in substantial and not isolated activity within Florida is subject to the jurisdiction of this state's courts, whether or not the cause of action arises from that activity.

22. *Exatlon* is another high-intensity sports and reality competition television show filmed and produced by ACUN MEDYA, SKAI TV and ACUN ILICALI. *Exatlon* can be described as *American Ninja Warrior* meets *Survivor*, blending extreme physical parkour courses with isolated living conditions. As such it is similar to *Survivor Greece*.

23. ACUN MEDYA's own published corporate history states that ACUN MEDYA "partnered with NBC Universal/Telemundo to bring Exatlon to Hispanic audiences in the United

States" — an admission, by ACUN MEDYA itself, of an ongoing commercial partnership with NBCUniversal and its Florida-based subsidiary, Telemundo Network Group, LLC ("Telemundo").



ACUN MEDYA's admission that it has "partnered with NBC Universal/Telemundo to bring Exatlon to Hispanic audiences in the United States". *See* https://www.acunmedya.com/en/home?utm#about

24. Litigation concerning *Exatlón Estados Unidos* further documents the contractual nature of this relationship. In *Villalobos v. Telemundo Network Group, LLC*, No. 22 Civ. 7665 (JPC) (S.D.N.Y.), the record before the court on the Individual Defendants' motion to dismiss for lack of personal jurisdiction reflected that "[n]on-party Acun Medya, a foreign company, owns the Show, its format, and all intellectual property rights thereto," and that "[p]ursuant to a broadcasting agreement, Acun Medya licenses its rights to the Show to Telemundo Network Group, LLC ('Telemundo'), allowing Telemundo to broadcast each season on its television network." *Villalobos v. Telemundo Network Grp., LLC*, No. 22 Civ. 7665 (JPC), 2024 WL 5008980, at *2 (S.D.N.Y. Dec. 6, 2024). The court further recounted that "[n]otwithstanding this agreement, Acun Medya remains the producer of the Show . . . and is solely responsible for all attendant duties, including developing the storyline, securing a filming location, and filming and editing the Show." *Id.* Taken together, these facts — drawn from the Participant Agreement and Suarez's deposition

testimony, *id.* at *2 & n.1 — reflect that Telemundo's Florida-based broadcast operations are contractually and operationally tied to ongoing production activity carried out by ACUN MEDYA.

25. Telemundo — the very broadcaster licensed to air ACUN MEDYA's programming — is headquartered in, and conducts its principal broadcast operations from, Miami-Dade County, Florida.



26. Further, ACUN MEDYA has holds the trademark "EXATLON" with the United States Patent and Trademark Office, USPTO – Reg. #5619588. ACUN MEDYA thus gets the benefits of the United States as a whole, and Florida specifically, as ACUN MEDYA sells the licenses and broadcasting rights to the *Exatlón* to Florida-based Telemundo, for purposes of broadcasting same to a Florida audience. In return, ACUN MEDYA and its CEO, ACUN

ILICALI, get the benefits of a Florida audience and Florida revenue. This is purposeful availment to the Florida market.

27. A close factual connection between the *Survivor Greece* production and the Telemundo/*Exatlón* is not required to establish jurisdiction under section 48.193(2), Florida Statutes. Unlike specific jurisdiction, general jurisdiction under Florida's "substantial and not isolated activity" prong does not require that the cause of action arise from or relate to the defendant's forum contacts, but only that those contacts, considered as a whole, be substantial and not isolated.

28. Plaintiff acknowledges that satisfying the long-arm statute is only the first step of the general-jurisdiction inquiry; the exercise of general jurisdiction must independently comport with due process, which, for a foreign corporation, requires that the corporation's affiliations with Florida be so continuous and systematic as to render it essentially "at home" in this state — ordinarily its place of incorporation or principal place of business. *See Daimler AG v. Bauman*, 571 U.S. 117 (2014). Plaintiff pleads general jurisdiction over ACUN MEDYA and SKAI TV under section 48.193(2) as an alternative, non-primary basis, recognizing that the ultimate viability of that theory as to those foreign entities may depend on further development of the "at home" inquiry; Plaintiff's specific-jurisdiction and alter-ego theories set forth above and below do not depend on that inquiry. Defendant ACUN LLC, by contrast, is a Florida limited liability company organized and existing under Florida law, and is therefore "at home" — and subject to general jurisdiction — in this state as a matter of law regardless of the "substantial and not isolated activity" analysis, a status independently imputable to ACUN MEDYA and ACUN ILICALI under the alter-ego and agency theories set forth in Paragraph 19, above.

29. Here, ACUN MEDYA's continuous, multi-year, contractually documented partnership with Telemundo as a Miami-Dade-headquartered broadcaster — a partnership ACUN MEDYA itself has publicly admitted, and which is corroborated by judicial findings, Telemundo's own press statements, and the governing participant agreement — together with ACUN MEDYA's solicitation of Florida contestants and its ongoing broadcast and advertising activity directed at Florida audiences, constitutes substantial and not isolated activity within this state sufficient to confer general personal jurisdiction over ACUN MEDYA under section 48.193(2), Florida Statutes, regardless of whether this cause of action arises from that activity.

iii. Additional Specific Jurisdiction: Tortious Acts Within Florida (§ 48.193(1)(b)).

30. Independently, this Court has specific personal jurisdiction over ACUN MEDYA and SKAI TV pursuant to section 48.193(1)(b), Florida Statutes, because ACUN MEDYA and SKAI TV committed tortious acts within this state. Following the incident described herein, Plaintiff was transported to and treated at hospitals and medical facilities within Miami-Dade County, Florida, including the Ryder Trauma Center at Jackson Memorial Hospital, where Plaintiff underwent multiple surgeries related to the injuries caused by Defendants' negligence. Upon information and belief, the conduct of ACUN MEDYA and SKAI TV with respect to the authorization, coordination, and funding of Plaintiff's medical care while Plaintiff was located and being treated in Florida was itself negligent and delayed necessary treatment, proximately causing and/or contributing to separate and additional injury, including infection and additional surgical intervention, to Plaintiff while Plaintiff was physically present in this state. This independent tortious conduct occurring in Florida, and causing injury in Florida, independently subjects ACUN MEDYA and SKAI TV to specific personal jurisdiction under section 48.193(1)(b), Florida Statutes. This Court, sitting within the territorial jurisdiction of Florida's Third District Court of

Appeal, applies that court's construction of section 48.193(1)(b) as reaching conduct occurring outside Florida that causes injury within the state, which independently supports jurisdiction here given Plaintiff's injuries and damages sustained in this state.

iv. Due Process: Minimum Contacts and Purposeful Availment.

31. The exercise of personal jurisdiction over Defendants comports with due process because these Defendants have purposefully availed themselves of the privilege of conducting activities within Florida, such that they should reasonably anticipate being hailed into court here. ACUN LLC and ACUN ILICALI's ownership and use of Florida real property as described above – and on behalf of and/or in benefit of ACUN MEDYA and SKAI TV – bear a direct connection with the *Survivor Greece* production; in addition to ACUN MEDYA's sustained and contractually documented commercial partnership with Telemundo, a Miami-based network, its solicitation of Florida contestants, and its direction of advertising and programming at Florida's Hispanic media market are not random, fortuitous, or attenuated contacts, but rather represent deliberate, purposeful, and repeated engagement with this forum for substantial commercial gain. *See Int'l Shoe Co. v. Washington*, 326 U.S. 310 (1945); *Burger King Corp. v. Rudzewicz*, 471 U.S. 462 (1985). Additionally, and independently, because the effects of ACUN MEDYA's conduct — including injury sustained and treated in this state — are felt in Florida, jurisdiction is also proper under the "effects" analysis of *Calder v. Jones*, 465 U.S. 783 (1984).

v. Personal Jurisdiction Over SKAI TV.

32. In addition to the foregoing, this Court has personal jurisdiction over SKAI TV because, upon information and belief, SKAI TV has operated as a partner and/or joint venturer with ACUN MEDYA in the financing, production, and broadcast of *Survivor Greece*, sharing in the division of labor, control, and profits of the Production, such that ACUN MEDYA's Florida

contacts described above — including those arising from ACUN ILICALI's and ACUN LLC's Florida presence and the Telemundo/NBCUniversal relationship — are properly imputed to SKAI TV on a joint-venture and/or agency theory, and/or because SKAI TV purposefully directed its own conduct at this forum, including by authorizing and directing settlement communications and offers of compensation to Plaintiff while Plaintiff was located in Florida receiving medical treatment. To the extent any Defendant's Florida presence or conduct is insufficient standing alone, personal jurisdiction over all Defendants is further and independently supported by the coordinated, joint conduct alleged in Count V below, at least a portion of which was directed at or from Florida, such that the acts of any one Defendant within this state may be imputed to the others as co-conspirators for jurisdictional purposes.

vi. Venue.

33. Venue is proper in Miami-Dade County, Florida because ACUN MEDYA's relevant business activities giving rise to jurisdiction, including its relationship with Telemundo, are centered in and directed at Miami-Dade County; because Plaintiff's damages, including his medical treatment, and injuries, were sustained in Miami-Dade County; and because material witnesses to Plaintiff's damages, including his treating physicians and medical providers, are located in Miami-Dade County. Miami-Dade County is further an available and convenient forum for the additional reasons that Defendant ACUN LLC is domiciled here, Defendants' Florida-based business relationships and real property are centered here, and this forum imposes no greater burden on Defendants than the litigation they have voluntarily and repeatedly conducted in this state in connection with the Production.

GENERAL FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

34. As set forth more fully below, the Production required, incentivized, and expected contestants — including Plaintiff — to spearfish in open ocean waters as a core and mandatory element of the game and its televised format, as the Production provided contestants only minimal rationed food and expected them to supplement their sustenance through fishing and foraging. The Production did so despite its knowledge that the waters in which it directed contestants to fish and dive were subject to heavy, high-speed commercial and tourist boat traffic, and despite its failure to establish any protected or marked safe zone, to provide any safety or spotter vessels, or to furnish contestants with any warning device beyond a small, inadequate inflatable dive marker standing two to three feet above the water's surface.

35. While spearfishing under these Production-mandated conditions on May 11, 2026, Plaintiff was struck by the propellers of a vessel, resulting in the traumatic, complete amputation of Plaintiff's left leg above the knee (his severed leg was never recovered from the water) and severe, multiply-fractured, surgically-repaired injuries to his right leg.

The Production and Its Control Over Cast Members

36. At all material times, *Survivor Greece* was produced, filmed, operated, and/or controlled by the Production.

37. The Production filmed both the Greek and Turkish versions of “Survivor” in and around Bayahibe, Dominican Republic, near Palmilla Island and the area of Parque Nacional Cotubanamá. Cast members, including Plaintiff, were expected to remain on location for a period of approximately four to six months.

38. Upon joining the show, the Production took possession of cast members’ personal phones and other communication devices, thereby eliminating cast members’ ability to

independently summon help or otherwise protect themselves in the event of an emergency, and correspondingly heightening the Production's own duty to supervise, protect, and rescue cast members.

39. For the duration of filming, the Production controlled cast members' movement, access to food and water, and physical safety. Cast members, including Plaintiff, were given only minimal rationed food and limited drinking water, and were expected and required to supplement their sustenance by fishing and foraging as a core and mandatory element of the show's premise and televised format.

40. The Production's filming schedule alternated between "game" days, during which challenges were actively filmed, and "off" days, during which cast members remained on set and were nonetheless subject to continuous filming, including through closed-circuit cameras placed throughout the filming compound and surrounding areas. Cast members were filmed on "off" days while fishing and performing other survival activities, and the Production encouraged and expected this activity for use in the broadcast.

41. A central feature of the show's format was a competition among contestants for a spear gun, awarded to a team as a tool to hunt fish for food. Prior to the incident described below, Plaintiff's team had been awarded the spear gun.

42. When Plaintiff and other cast members were aboard vessels furnished by the Production — including vessels used for transportation to and from fishing and challenge locations — Defendants affixed video cameras to those vessels for the specific and exclusive purpose of filming *Survivor Greece*. The presence of this camera equipment aboard the vessels used by contestants, including Plaintiff, is evidence of the mission and function of those vessels: (i) to serve as small passenger vessels providing transportation for hire of the contestants to the location where

the contestants were to live on the beach; and in this context the contestants were contributing their name/image/likeness for footage and content to the Defendants in partial exchange for their fare for passage; (ii) to serve as a means by which Plaintiff and other contestants would operate and navigate the small passenger vessels provided to them by Defendants in contribution and furtherance of the mission of the vessels, so that the contestants could gather food from the Ocean, required for their necessary sustenance and continued participation in the show; and (iii) for the Defendants and the contestants, including Plaintiff, to work aboard the subject vessels in contribution and furtherance of the mission of the vessels, to generate footage and content for the Production's broadcast, which was itself a core commercial purpose of the vessels' operation. In this context, the vessels were operated by Defendants with the contestants providing name/image/likeness and content for Defendants, at times, with the contestants as passengers for hire, when being transported aboard the vessels operated by Defendants for the production; and, at other times, with the contestants acting as seamen aboard the vessels contributing to the navigation of the vessels as well as contributing to the mission of the vessels in providing content and footage for the production. As the vessels were mostly navigated by the contestants, the majority of the contestant's (including the Plaintiff's) time aboard the vessels, was spent navigating and performing traditional seaman's duties aboard the vessels in furtherance of the mission of the vessels. In the course of his work aboard these vessels, Plaintiff performed traditional seaman's duties, including assisting with the vessels' navigation and propulsion, in addition to fishing and gathering food.



This is a photograph depicting a video camera affixed to a Production vessel used by Plaintiff and other cast members, evidencing that the vessel was outfitted and used for the purpose of filming *Survivor Greece*.

43. Because the Production provided only minimal food and built the format of the show around the necessity of open ocean spear-fishing and hunting to survive, cast members, including Plaintiff, were incentivized and effectively required to utilize the vessels to spearfish in open water, including in areas frequented by heavy tourist and commercial boat traffic, in order to obtain adequate food to nourish themselves and survive.

Failure to Provide a Safe Place and Means to Fish and Dive

44. The Production did not establish any marked, roped-off, buoyed, or otherwise protected safe zone from local boat traffic within which cast members could safely fish or free-dive.

45. The Production failed to provide to cast members adequate markers, flags, or warning devices that would reasonably provide adequate visual warnings to other potential boat traffic coming into the areas in and adjacent to the Defendant's production location, while the contestants spearfished for survival.

46. The area where the Production directed cast members to fish and dive, near Palmilla Island and Bayahibe, is an area of very heavy commercial and tourist boat traffic. On a daily basis, thousands of tourists are transported by bus from the Punta Cana area for day trips to nearby Isla Saona, and more than one hundred tourist catamarans and boats depart from the local port each day. It was common for tourist boats to travel close to shore, including in the area where cast members were fishing, so that passengers could view the Survivor cast.

47. The Production did not provide any safety personnel, safety boats, spotters, or other measures to warn approaching boats away from the area where cast members were fishing, or to otherwise reasonably protect cast members from boat traffic while in the water.

Prior Notice of the Danger

48. Based on cast members' own observations while living and filming in the area for several months — observations which the Production shared, as Production personnel were on site every day — and based on conversations among cast members and with Production staff, the heavy boat traffic in the area, and boats traveling too close to shore and to cast members in the water at high rates of speed, was a known and recurring condition to the Production well before May 11, 2026. *See* Affidavit of Georgios Polychros and Affidavit of Ioannis Revis, attached.

49. Several weeks before the incident described below, another contestant's dive flag was struck and severed by a passing boat while that contestant was in the water — an incident nearly identical to, and clear advance notice of, the type of harm that would later befall Plaintiff. *See* Affidavit of Georgios Polychros and Affidavit of Ioannis Revis, attached.

50. Both current and former Survivor contestants had previously raised concerns to the Production about boats traveling too close to cast members in the water in this same filming area. *See* Affidavit of Georgios Polychros and Affidavit of Ioannis Revis, attached.

51. Given the Production's ongoing, daily presence in this location for months of filming, the Production knew, or in the exercise of reasonable care should have known, of the heavy and dangerous boat traffic in this area and of the risk it posed to cast members fishing and diving there, and nonetheless failed to take any corrective action. For example, had the Production performed adequate due diligence as to whether the filming area was reasonably safe for the activities anticipated by the production, Defendants learned or should have learned of the prior incidents identified in the Nicole Portes, Esq. Report, attached. *See id.* at pg. 2 (describing a February 2, 2023 incident in which Luisa Nicollete Muro Arbieto, a 15 year old girl, was killed while in shallow ocean water near Saona Island when she was struck by a boat, the *Anabel III*, on the Bayahibe-Saona route). This is information known or constructively known by Defendants given their filming of *Survivor Greece* in the same area dating back to 2018.

The May 11, 2026 Incident

52. On the morning of May 11, 2026, Plaintiff and his castmate and close friend, Emmanouil Malliaros, went into the water near Palmilla Island, in the Bayahibe filming area, to fish, entering the water at approximately 7:30 a.m. because the water was calmer at that hour.

53. The incident occurred sometime between approximately 8:00 a.m. and 9:30 a.m. Malliaros was in the water with Plaintiff and personally witnessed the events described herein.

54. Malliaros observed a boat approaching that was heading directly toward Plaintiff and was not slowing down or altering course. Malliaros yelled to warn Plaintiff to get out of the way, and was himself nearly struck by the same vessel.

55. Plaintiff made evasive movements in the water in response to the warning he heard yelled to him by Malliaros. Had Plaintiff not moved when he did, he would likely have been struck directly by the hull or propellers of the boat and killed.

56. Despite Plaintiff's evasive movements, the offending vessel's propellers struck both of Plaintiff's legs. The impact severed Plaintiff's left leg completely — his left leg was never recovered from the water — and severely injured his right leg.

57. The offending vessel that struck Plaintiff was a vessel or tour boat carrying approximately twenty tourist passengers. The collision occurred within approximately 100 meters of the shoreline and within approximately 10 meters of Plaintiff's dive marker.

58. Immediately after striking Plaintiff, the offending vessel initially continued on its course without stopping, and returned to render assistance only after the tourist passengers aboard demanded that the operator turn around.

59. Plaintiff was pulled onto the offending vessel, and Malliaros helped push him aboard from the water. A tourniquet applied by someone aboard the offending vessel is believed to have saved Plaintiff's life. Plaintiff was thereafter transported toward shore and ultimately to a local clinic in the Dominican Republic; the total time from the incident to Plaintiff's arrival at a medical facility was approximately one and one-half hours.

60. No production safety personnel, safety boats, spotters, or other protective measures were provided by Defendants nor present at the time of the incident to warn approaching boats away from the area, or to protect Plaintiff and other cast members from boat traffic while in the water.

Plaintiff's Evacuation and Extensive Medical Treatment in Miami-Dade County, Florida

61. Given the severity of Plaintiff's injuries and the limited trauma and surgical capabilities available at the local clinic in the Dominican Republic, Plaintiff was stabilized and thereafter medically evacuated from the Dominican Republic to Miami-Dade County, Florida, for definitive trauma, surgical, and critical care.

62. Defendants, directly and/or through their agents, representatives, and/or medical management personnel, arranged, authorized, and/or funded Plaintiff's medical evacuation from the Dominican Republic to Miami-Dade County, Florida, and selected, directed, and affirmatively sent Plaintiff to Miami-Dade County, Florida as the destination for Plaintiff's treatment based on the severity of Plaintiff's injuries and the availability of Level I trauma, surgical, and critical care resources there. Defendants took these actions, at least in part, because Defendants, as Plaintiff's Jones Act employer(s), owed Plaintiff a non-delegable legal obligation, without regard to fault, to provide Plaintiff with maintenance and cure, including medical care reasonably calculated to promote his recovery, from the moment of his injury. Defendants' decision to send Plaintiff to, and arrange for his treatment in, Miami-Dade County, Florida was thus a direct, deliberate, and affirmative act undertaken by Defendants within this state in discharge of that legal obligation, and not a random, fortuitous, or incidental occurrence.

63. Following his medical evacuation by Defendants to Miami, Plaintiff was admitted to the Ryder Trauma Center at Jackson Memorial Hospital, a leading Level I trauma center located in Miami-Dade County, Florida, where Plaintiff remained hospitalized for a period of 61 days.

64. During his 61-day hospitalization in Miami-Dade County, Florida, Plaintiff underwent multiple surgical procedures, including procedures related to the traumatic amputation of his left leg and the surgical repair and reconstruction of his severely injured right leg, as well as extensive post-operative wound care, infection management, and rehabilitative treatment.

65. Plaintiff's medical treatment in Miami-Dade County, Florida further included, upon information and belief, care and consultation from trauma surgeons, orthopedic surgeons, infectious disease specialists, prosthetists, and physical and occupational therapists, all located within, and providing treatment within, Miami-Dade County, Florida.

66. Upon information and belief, Defendants, and/or their agents, representatives, and/or medical management personnel acting on Defendants' behalf, directly engaged, retained, and/or entered into contracts and/or payment, billing, and/or coordination arrangements with one or more Miami-Dade County, Florida-based hospitals, physicians, and/or medical providers, including Jackson Memorial Hospital and/or the Ryder Trauma Center, for the purpose of authorizing, funding, and/or coordinating Plaintiff's medical treatment in Miami-Dade County, Florida following the incident described herein. Because Defendants' non-delegable duty to provide Plaintiff maintenance and cure as his Jones Act employer(s) required Defendants to ensure Plaintiff actually received adequate medical care, Defendants were required to, and did, directly negotiate, enter into, and administer these contractual and payment arrangements with Florida-based hospitals and providers, including Jackson Memorial Hospital and/or the Ryder Trauma Center — additional affirmative acts performed by Defendants within this state in order to satisfy their legal obligations to Plaintiff.

67. Defendants' engagement of, and contracting with, Miami-Dade County, Florida-based medical providers to treat Plaintiff was consistent with, and a continuation of, Defendants' broader, longstanding pattern of business activity centered in and directed at Miami-Dade County, Florida described above, and independently constitutes conduct and/or business activity occurring within this state, as more fully alleged in Paragraph 30 above.

68. As set forth in the Failure to Provide Maintenance and Cure count below, Defendants' authorization, coordination, and/or funding of Plaintiff's medical care while Plaintiff was located and treated in Miami-Dade County, Florida was, upon information and belief, unreasonably delayed, curtailed, and/or conditioned notwithstanding the contractual and business

relationships with Miami-Dade County, Florida medical providers described above, in breach of Defendants' obligation to provide Plaintiff with full and adequate maintenance and cure.

Post-Incident Conduct

69. Filming and production of Survivor Greece did not stop after the incident. The Production remained on location, continued to actively film and manage the show, and continued to exercise the same control over the remaining cast members that it had exercised before the incident.

70. In the period after the incident, while the Production was still actively operating the show, the Production supplied and provided remaining cast members with cocaine and marijuana, apparently to help calm and settle the cast following Plaintiff's injury — conduct reflecting the Production's continued, ongoing control over the cast, activities, and welfare of contestants in the immediate aftermath of the incident, at a time the Production remained fully responsible for cast safety and for the operation and management of the show.

71. Following the incident, the Production advised and awarded Malliaros the second-place prize for the Survivor competition reportedly based solely upon his involvement in the subject incident catastrophically injuring the Plaintiff; and, upon information and belief, represented on air that Plaintiff would receive the show's $250,000 Euro prize as the winner of the competition, again reportedly based solely upon Plaintiff suffering catastrophic injury during the Defendant's production of the show. To receive the "second prize", the Production asked Malliaros to sign a document falsely representing that the Survivor competition had ended on May 10, 2026 — before Plaintiff's incident — which Malliaros refused to sign because the statement was untrue, and Malliaros instead required any agreement to state accurately that the competition remained ongoing at the time of the incident.

COUNT I — JONES ACT NEGLIGENCE, 46 U.S.C. § 30104, AGAINST ALL DEFENDANTS

72. Plaintiff realleges and incorporates by reference paragraphs 1 through 71 above as if fully set forth herein.

73. At all material times, Defendants owned, chartered, operated, and/or controlled one or more vessels used in furtherance of the Production, including vessels used to transport cast and crew, to conduct challenges and filming on the water, and/or to provide logistical and safety support to the Production (collectively, the "Production Vessels"). As evidence therefore, see the below picture of Plaintiff on a vessel owned and/or operated by Defendants at the start of *Survivor Greece*:



This is a picture taken of Plaintiff with the *Survivor Greece* contestants on a vessel owned and/or operated by Defendants before the subject incident.

74. In addition to using the Production Vessels for transportation to and from the filming location, fishing, and Production challenges, Defendants affixed video cameras to the Production Vessels for the specific and exclusive purpose of filming *Survivor Greece*, including cast members' fishing, foraging, and other activities performed aboard and from those vessels. The

camera equipment installed and maintained by Defendants aboard the Production Vessels is direct evidence of the vessels' mission and function within the Production: the vessels served both as a means for Plaintiff and other contestants to gather food necessary for their survival and continued participation in the show, and as a platform for capturing footage and content for broadcast, which was itself a core commercial purpose of the Production's vessel operations. As evidence of the foregoing, see below:



This is a photograph depicting a video camera affixed to a Production Vessel used to transport Plaintiff and other cast members, evidencing that the vessel was outfitted and used for the purpose of filming *Survivor Greece*.

75. Plaintiff's duties and activities as a contestant on *Survivor Greece* contributed to the function of the Production vessels and to the accomplishment of the Production's mission, and Plaintiff had a connection to the Production vessels, and/or to an identifiable fleet of Production vessels under common ownership or control, that was substantial in both duration and nature, satisfying the seaman-status test set forth in *Chandris, Inc. v. Latsis*, 515 U.S. 347 (1995), and its progeny.

76. In addition to fishing and foraging for food from and aboard the Production Vessels, Plaintiff performed traditional seaman's duties while aboard those vessels, including assisting with

their navigation and propulsion, further contributing to the vessels' function and to the accomplishment of the Production's mission.

77. Courts have repeatedly recognized that the durational component of seaman status does not require lengthy service, and that even short-term or first-day assignments aboard a vessel may satisfy the temporal requirement where the worker's duties otherwise contribute to the vessel's function or mission. See *Fisher v. Nichols*, 81 F.3d 319, 323 (2d Cir. 1996); *Boy Scouts of Am. v. Graham*, 86 F.3d 861, 864 (9th Cir. 1996); *Wilson v. Butler*, No. 07-CV-526, 2009 WL 111685 (M.D. Fla. Jan. 15, 2009); *Grothe v. Cent. Boat Rentals, Inc*., No. 08-CV-90, 2008 WL 2783457 (S.D. Tex. July 15, 2008); *Phelps v. Bulk III Inc*., No. 06-CV-833, 2007 WL 3244723 (E.D. La. Nov. 1, 2007); *Stewart v. J.E. Borries, Inc*., No. 06-187, 2007 WL 2915033 (S.D. Miss. Oct. 4, 2007); *LaCount v. Southport Enters*., No. 05-CV-5761, 2007 WL 1892097 (D.N.J. June 29, 2007).

78. At all material times, Defendants, as Plaintiff's Joint Jones Act employers, owed Plaintiff a non-delegable duty to exercise reasonable care to provide Plaintiff with a reasonably safe place to work, including while engaged in Production-mandated and Production-incentivized spearfishing activity in the waters off Bayahibe.

79. Defendants breached their duty of reasonable care to Plaintiff, and were negligent, in one or more of the following ways:

a. failing to establish, mark, or patrol any safe zone free from vessel traffic within which Plaintiff and other contestants could fish and dive;

b. failing to provide Plaintiff with adequate safety equipment, including an adequate dive marker or warning device reasonably calculated to alert approaching vessels to Plaintiff's presence in the water;

c. creating and mandating a dangerous condition by requiring and/or incentivizing Plaintiff and other contestants to spearfish in open water frequented by heavy commercial and tourist vessel traffic in order to obtain adequate food;

d. failing to provide safety boats, spotters, or other reasonable measures to warn approaching vessels away from the area in which Plaintiff and other contestants were fishing;

e. failing to heed prior notice, including a substantially similar near-miss incident weeks earlier and complaints from current and former contestants, of the danger posed by vessel traffic to contestants fishing and diving in the area;

f. confiscating Plaintiff's phone and means of communication, thereby eliminating his ability to summon help, without correspondingly increasing supervision, monitoring, or protective measures commensurate with that heightened risk;

g. failing to reasonably warn and/or disclose to contestants, including Plaintiff, the true extent of the known danger posed by vessel traffic in the filming area;

h. failing to coordinate with local authorities, port authorities, or vessel operators to establish safe transit corridors, propeller guards, or advance notice systems regarding the presence of contestants in the water; and

i. continuing to operate the Production and require spearfishing activity in the same unprotected waters after having received actual notice of a substantially similar near-miss incident weeks before Plaintiff's injury.

j. failing to have in place an adequate emergency medical response and evacuation plan, resulting in an unreasonable and life-threatening delay of approximately one

and one-half hours between the incident and Plaintiff's arrival at a medical facility; and

k. otherwise failing to exercise the degree of care that a reasonably prudent employer would exercise under the same or similar circumstances.

80. Under the Jones Act, Plaintiff need only prove that Defendants' negligence played any part, however slight, in producing Plaintiff's injury. Defendants' negligence, as described above, was a direct and proximate cause, in whole or in part, of Plaintiff's injuries.

81. As a direct and proximate result of Defendants' negligence, Plaintiff has suffered, and will continue to suffer, bodily injury, including the traumatic amputation of his left leg and severe injury to his right leg, resulting in permanent disability and disfigurement, pain and suffering, mental anguish, loss of capacity for the enjoyment of life, medical and rehabilitative expenses in the past and future, loss of earnings and loss of earning capacity in the past and future, and other damages, in an amount to be proven at trial.

WHEREFORE, Plaintiff demands recovery of all damages available under the law and trial by jury.

COUNT II — GENERAL MARITIME AND/OR COMMON-LAW NEGLIGENCE AGAINST ALL DEFENDANTS

82. Plaintiff realleges and incorporates by reference paragraphs 1 through 71 above as if fully set forth herein.

83. This claim is brought in the alternative to, and without waiver of, Count I, and is brought against all Defendants under the general maritime law and, to the extent applicable, the common law of the State of Florida.

84. Defendants, as the entities that produced, staffed, operated, financed, and/or controlled the Production, owed Plaintiff a duty to exercise reasonable care under the

circumstances for Plaintiff's safety, including a heightened duty arising from their assumption of control over Plaintiff's movement, communications, access to food and water, and physical safety for the duration of filming.

85. Defendants breached their duty of reasonable care to Plaintiff, and were negligent, in one or more of the following ways:

a. failing to adequately establish, mark, monitor and/or patrol any safe zone free from vessel traffic within which Plaintiff and other contestants could fish and dive;

b. failing to provide Plaintiff with adequate safety equipment, including an adequate dive marker or warning device reasonably calculated to alert approaching vessels to Plaintiff's presence in the water;

c. creating and mandating a dangerous condition by requiring and/or incentivizing Plaintiff and other contestants to spearfish in open water frequented by heavy commercial and tourist vessel traffic in order to obtain adequate food;

d. failing to provide adequate personnel, safety boats, spotters, or other reasonable measures to warn approaching vessels away from the area in which Plaintiff and other contestants were fishing;

e. failing to adequately train and supervise production personnel to provide a safe area and environment for the contestants participating in the production;

f. failing to adequately instruct, train, and supervise the contestants as to safe fish gathering techniques, including but not limited to spearfishing, in the subject area;

g. failing to adequately warn the contestants of the dangers of spearfishing in the subject area and/or of the prior vessel incidents in the subject area;

h. failing to promulgate and enforce adequate policies and procedures for the production of the show which include safety provisions for contestants while spearfishing;

i. failing to promulgate and enforce adequate rules for the production of the show which include safety provisions for contestants while spearfishing;

j. failing to heed prior notice, including a substantially similar near-miss incident weeks earlier and complaints from current and former contestants, of the danger posed by vessel traffic to contestants fishing and diving in the area;

k. confiscating Plaintiff's phone and means of communication, thereby eliminating his ability to summon help, without correspondingly increasing supervision, monitoring, or protective measures commensurate with that heightened risk;

l. failing to reasonably warn and/or disclose to contestants, including Plaintiff, the true extent of the known danger posed by vessel traffic in the filming area;

m. failing to coordinate with local authorities, port authorities, or vessel operators to establish safe transit corridors, propeller guards, or advance notice systems regarding the presence of contestants in the water; and

n. continuing to operate the Production and require spearfishing activity in the same unprotected waters after having received actual notice of a substantially similar near-miss incident weeks before Plaintiff's injury.

o. failing to have in place an adequate emergency medical response and evacuation plan, resulting in an unreasonable and life-threatening delay of approximately one and one-half hours between the incident and Plaintiff's arrival at a medical facility; and

p. otherwise failing to exercise the degree of care that a reasonably prudent employer would exercise under the same or similar circumstances.

86. As a direct and proximate result of Defendants' negligence, Plaintiff has suffered, and will continue to suffer, bodily injury, including the traumatic amputation of his left leg and severe injury to his right leg, resulting in permanent disability and disfigurement, pain and suffering, mental anguish, loss of capacity for the enjoyment of life, medical and rehabilitative expenses in the past and future, loss of earnings and loss of earning capacity in the past and future, and other damages, in an amount to be proven at trial.

WHEREFORE, Plaintiff demands recovery of all damages available under the law and trial by jury.

COUNT III — UNSEAWORTHINESS (GENERAL MARITIME LAW) AGAINST ALL DEFENDANTS

87. Plaintiff realleges and incorporates by reference paragraphs 1 through 71 and 72 through 81 above as if fully set forth herein.

88. This claim is brought in addition to Counts I and II, and is brought against all Defendants under the general maritime law.

89. As alleged in Count I, which Plaintiff adopts and incorporates herein, Plaintiff was a Jones Act seaman vis-à-vis Defendants, and Defendants owned, chartered, operated, and/or controlled the Production Vessels, including an identifiable fleet of vessels under common ownership or control used in furtherance of the Production, to which Plaintiff had a substantial connection in duration and nature.

90. At all material times, Defendants, as the owner(s), charterer(s), operator(s), and/or owner(s) pro hac vice of the Production Vessels, owed Plaintiff, a seaman assigned to and/or in the service of the Production Vessels, the vessel owner's absolute and non-delegable duty under

the general maritime law to furnish a vessel, together with its gear, equipment, appurtenances, and crew, that was reasonably fit and safe for its intended purpose — a duty that exists without regard to fault and is not limited by concepts of ordinary negligence. See *Mitchell v. Trawler Racer, Inc.*, 362 U.S. 539, 549 (1960); *Mahnich v. Southern S.S. Co.*, 321 U.S. 96 (1944).

91. The Production Vessels, together with their appurtenances, equipment, gear, and crew furnished for Plaintiff's spearfishing and other work in service of the Production, were unseaworthy — that is, not reasonably fit for their intended use — in one or more of the following respects:

a. the dive marker/buoy furnished to Plaintiff and other cast members for use while spearfishing, standing only approximately two to three feet above the water's surface, was defective and/or inadequate safety equipment and gear, not reasonably fit for its intended purpose of warning approaching vessels of a diver's presence in an area of heavy commercial and tourist boat traffic;

b. the fleet of Production Vessels serving the Production's water-based operations was inadequately and unreasonably manned, in that the Production failed to assign, station, or make available any safety vessel, escort vessel, or spotter boat to accompany or watch over Plaintiff and other cast members while spearfishing in waters known to the Production to carry heavy vessel traffic, notwithstanding the availability of vessels within the Production's fleet that could have been so assigned;

c. the Production failed to furnish Plaintiff with any adequate life-saving, signaling, or warning equipment reasonably calculated to visually signal a spear-fisher in the

area and to prevent a collision with third-party vessel traffic, despite the known and foreseeable risk of exactly that occurrence;

d. the crew and personnel assigned to the Production Vessels' safety and emergency-response functions were insufficient in number, training, and/or equipment to render the Production Vessels' operations, including their emergency response and evacuation capabilities, reasonably safe and fit for their intended purpose, resulting in the unreasonable delay in Plaintiff's extraction from the water and transport to medical care described above; and

e. the method and system by which the Production Vessels and their crew were used to direct and require Plaintiff and other cast members to spearfish in open, high-traffic waters, without any escort vessel, marked safe zone, or other protective measure, rendered the vessels, gear, and crew used in that operation unfit for their intended use.

92. The unseaworthy conditions described above existed at all material times and, upon information and belief, were the same conditions of which Defendants had actual and/or constructive notice as alleged above, including by virtue of the substantially similar near-miss incident weeks before Plaintiff's injury and Defendants' ongoing, daily presence in and control over the filming location and the Production Vessels for months preceding the incident.

93. The unseaworthy conditions of the Production Vessels, their gear and appurtenances, and their crew, as described above, were a proximate cause, in whole or in part, of the incident and Plaintiff's resulting injuries, including because adequate escort or safety vessels and/or adequate signaling and warning equipment would have prevented and/or provided Plaintiff additional protection, warning, or time to avoid the approaching vessel, and because an adequately

manned and equipped safety response would have materially reduced the delay in extracting Plaintiff from the water and transporting him to definitive medical care. Unlike a claim for negligence, Plaintiff need not establish that Defendants caused or had notice of the unseaworthy condition to recover on this claim, though such notice is alleged herein in any event. See *Mitchell*, 362 U.S. at 549; *Waldron v. Moore-McCormack Lines, Inc.*, 386 U.S. 724, 727–28 (1967) (inadequate manning may render a vessel unseaworthy).

94. As a direct and proximate result of the unseaworthy condition of the Production Vessels, their gear, appurtenances, and crew, Plaintiff has suffered, and will continue to suffer, bodily injury, including the traumatic amputation of his left leg and severe injury to his right leg, resulting in permanent disability and disfigurement, pain and suffering, mental anguish, loss of capacity for the enjoyment of life, medical and rehabilitative expenses in the past and future, loss of earnings and loss of earning capacity in the past and future, and other damages, in an amount to be proven at trial.

WHEREFORE, Plaintiff demands recovery of all damages available under the law and trial by jury.

COUNT IV — FAILURE TO PROVIDE MAINTENANCE AND CURE AGAINST ALL DEFENDANTS

95. Plaintiff realleges and incorporates by reference paragraphs 1 through 71 and above as if fully set forth herein.

96. As alleged in Count I, which Plaintiff adopts and incorporates herein, Plaintiff was a Jones Act seaman vis-à-vis Defendants assigned to and/or performing duties in service of the Production vessels at the time of his injury.

97. Under the general maritime law, a seaman who is injured while in the service of a vessel is entitled, without regard to fault, to maintenance (a per diem living allowance) and cure (payment of medical expenses) from his employer until he reaches maximum medical improvement.

98. Defendants' obligation to provide Plaintiff with full and adequate maintenance and cure arose immediately upon Plaintiff's injury on May 11, 2026, and continues to this day, as Plaintiff has not yet reached maximum medical improvement and continues to require surgical, prosthetic, and rehabilitative care.

99. Defendants have taken the position, through its agents and representatives, that it will cease or curtail its funding and authorization of Plaintiff's medical care and/or related needs upon Plaintiff's retention of legal counsel and/or upon Plaintiff's assertion of claims against Defendants, and has otherwise unilaterally controlled, delayed, and/or conditioned the authorization of Plaintiff's necessary medical treatment.

100. Any such curtailment, termination, or delay of maintenance and cure constitutes an unreasonable and/or willful failure to provide maintenance and cure, entitling Plaintiff to recover, in addition to the cure and maintenance owed, compensatory damages for any aggravation of his condition caused by such failure, and, to the extent supported by the evidence, attorneys' fees and punitive damages for arbitrary and capricious denial of maintenance and cure. See *Vaughan v. Atkinson*, 369 U.S. 527 (1962); *Atl. Sounding Co. v. Townsend*, 557 U.S. 404 (2009).

101. Plaintiff is entitled to a declaration of his continuing right to maintenance and cure from Defendants until such time as Plaintiff reaches maximum medical improvement, and to recovery of all unpaid, underpaid, or delayed maintenance and cure, together with any resulting compensatory and, if applicable, punitive damages and attorneys' fees.

WHEREFORE, Plaintiff demands recovery of all damages available under the law and trial by jury.

COUNT V — CIVIL CONSPIRACY TO COMMIT FRAUD AND MISREPRESENTATION AGAINST ALL DEFENDANTS

102. Plaintiff realleges and incorporates by reference paragraphs 1 through 71 above as if fully set forth herein.

103. Under Florida law, a claim for civil conspiracy requires: (a) an agreement between two or more parties; (b) to do an unlawful act or to do a lawful act by unlawful means; (c) the doing of some overt act in pursuance of the conspiracy; and (d) damage to the plaintiff as a result of the acts done under the conspiracy. See *Raimi v. Furlong*, 702 So. 2d 1273, 1284 (Fla. 3d DCA 1997); *City of Miami v. Alvarez*, No. 3D24-2022 (Fla. 3d DCA Oct. 1, 2025) (reaffirming the *Raimi* elements).

104. A claim for civil conspiracy is not independently actionable and cannot stand on its own; it is instead a vehicle for imposing liability on each participant in the conspiracy for the damage caused by an underlying tort committed pursuant to, and in furtherance of, the conspiracy. See *Tejera v. Lincoln Lending Servs., LLC*, 271 So. 3d 97 (Fla. 3d DCA 2019). Plaintiff therefore brings this claim as a civil conspiracy to commit the underlying tort of fraud and misrepresentation, as more fully alleged below, and not as a freestanding or independent cause of action.

105. Under Florida law, the elements of fraud and/or fraudulent misrepresentation are: (a) a false statement of material fact; (b) the defendant's knowledge that the statement was false, or the defendant's statement made without knowledge of its truth or falsity, or under circumstances in which the defendant ought to have known of its falsity; (c) the defendant's intent that the false statement induce another's reliance; (d) reliance on the false statement to the injured party's detriment; and (e) resulting damage.

106. Upon information and belief, Defendants operated *Survivor Greece* as partners and/or joint venturers, sharing in the division of labor, financing, control, and profits of the Production, including with respect to safety decisions, staffing, and post-incident conduct.

107. Upon information and belief, following Plaintiff's injury, two or more of the Defendants combined, agreed, and/or acted in concert for the unlawful purpose of committing fraud and misrepresentation upon Plaintiff, in order to minimize and/or conceal their respective liability for Plaintiff's injuries and to shield themselves from full and fair accountability, including by one or more of the following overt acts:

a. attempting to procure Malliaros's signature on a document falsely stating that the *Survivor* competition had concluded before Plaintiff's incident, which statement Defendants knew, or should have known, was false, and which was made with the intent that Malliaros, Plaintiff, and/or third parties (including insurers and/or any tribunal called upon to evaluate Defendants' liability) rely upon that false statement to Plaintiff's detriment, in order to create a false record minimizing the Production's exposure for Plaintiff's injuries;

b. jointly dispatching Defendants' representatives to the Dominican Republic to speak directly with cast members in the immediate aftermath of the incident, upon information and belief for the purpose of controlling and/or shaping the narrative and record concerning the timing and circumstances of Plaintiff's injury consistent with the false statement described above; and

c. upon information and belief, withholding, failing to preserve, and/or facilitating the loss of physical and video evidence relevant to the incident, including the speargun used by Plaintiff and unedited production footage of the filming area and vessel

traffic, in furtherance of and consistent with Defendants' efforts to misrepresent and/or conceal the true facts and circumstances of the incident.

108. Malliaros refused to sign the document described above because the statement that the competition had concluded before Plaintiff's incident was untrue, and instead required that any such document accurately state that the competition remained ongoing at the time of the incident. Had Malliaros not refused, Defendants intended and expected that the false document would be relied upon by Malliaros, Plaintiff, and/or third parties evaluating Defendants' liability, to Plaintiff's detriment and to Defendants' benefit.

109. The overt acts described above were done pursuant to a common design and in furtherance of the conspiracy to commit fraud and misrepresentation described above, and were done with malice, in that they were calculated to deceive and to injure Plaintiff's ability to pursue his legal rights and to obtain full and fair compensation for his injuries.

110. As a direct and proximate result of the conspiracy to commit fraud and misrepresentation described above, Plaintiff has been damaged, including through impairment of his ability to timely and fully investigate and pursue his claims, and Plaintiff is entitled to recover all resulting compensatory damages, and, to the extent supported by the evidence, punitive damages.

WHEREFORE, Plaintiff demands recovery of all damages available under the law and trial by jury.

PRAYER FOR RELIEF

Plaintiff, Stavros Floros, respectfully requests that this Court enter judgment in his favor and against Defendants, jointly and severally where applicable, and award Plaintiff:

(a) Compensatory damages of $100,000,000, or more for categories that include but are not limited to past and future medical, surgical, prosthetic, and rehabilitative expenses; past and future lost earnings and loss of earning capacity; past and future pain and suffering, mental anguish, and loss of capacity for the enjoyment of life; and permanent disability and disfigurement;

(b) All maintenance and cure owed and to become owed, together with any compensatory damages for aggravation of Plaintiff's condition resulting from any failure to timely pay same;

(c) Punitive damages and attorneys' fees as to Count IV, to the extent supported by the evidence of willful and/or arbitrary and capricious withholding of maintenance and cure;

(d) Punitive damages as to Count V, to the extent supported by the evidence;

(e) Pre-judgment and post-judgment interest as allowed by law;

(f) Costs of this action; and

(g) Such other and further relief as this Court deems just and proper.

Dated: September 3, 2026

Respectfully submitted,

LIPCON, MARGULIES,
& WINKLEMAN, P.A.
2800 Ponce de Leon Blvd., Suite 1480
Coral Gables, FL 33134
Telephone: (305) 373-3016
Facsimile: (305) 373-6204

By: */s/ Luis Alexander Perez*
JASON R. MARGULIES
Florida Bar No. 57916
jmargulies@lipcon.com
MICHAEL A. WINKLEMAN
Florida Bar No. 36719
mwinkleman@lipcon.com
LUIS ALEXANDER PEREZ
Florida Bar No. 125452
aperez@lipcon.com
Attorneys for Plaintiff, Stavros Floros

Docusign Envelope ID: 9B76F53B-FC5B-8C25-82AD-D0495E1192F9

DECLARATION OF STAVROS FLOROS

I, Stavros Floros, declare and state as follows:

1. I am over eighteen (18) years of age and competent to testify regarding the matters set forth in this statement. I have personal knowledge of the facts stated herein and, if called upon to testify, I can and will competently testify thereto.

2. I was a contestant on the show Survivor Greece in 2026.

3. Survivor Greece was filmed and produced by Acun Medya and SKAI.

4. Prior to applying to be a contestant on Survivor Greece, I had watched the show when I was growing up. In prior seasons of Survivor Greece, from what I recall 2018, 2021, 2022 and 2023, contestants could win, as an in-show reward, a luxury travel trip to Miami, Florida, U.S.A., where the contestants would be treated to luxury dinners, travel to landmarks in the city and boat rides with Acun Ilicali, the CEO of Acun Medya, who I looked up to as an important media figure.

5. I decided to apply and participate in Survivor Greece directly in part on my desire to win the travel reward to Miami, Florida, U.S.A., as I had seen prior Survivor Greece and Survivor Turkey participants win and they seemed to greatly enjoy that trip. I would not have participated in Survivor Greece and become injured had Acun Medya and SKAI not filmed prior seasons of Survivor Greece in Miami, Florida, which directly enticed my involvement in the show.

6. Below are excerpts from Survivor Greece that I had watched prior to deciding to apply and participate in Survivor Greece 2026, and which I relied upon in making my decision to be a contestant on the show. I provide a description of each photograph for context:

Docusign Envelope ID: 9B76F53B-FC5B-8C25-82AD-D0495E1192F9



This is a “Miami” Florida graphic used in the broadcast of Survivor Greece



This is another “Miami” Florida graphic used in the broadcast of Survivor Greece.

Docusign Envelope ID: 9B76F53B-FC5B-8C25-82AD-D0495E1192F9



This is a graphic used in the broadcast of Survivor Greece to show the contestants traveling from Dominican Republic to Miami, Florida as part of the above-described award.



This is another graphic used in the broadcast of Survivor Greece, for another season, to show the contestants traveling from Dominican Republic to Miami, Florida as part of the reward.

Docusign Envelope ID: 9B76F53B-FC5B-8C25-82AD-D0495E1192F9



This is a screenshot from the show Survivor Turkey showing Survivor contestants at a luxury dinner in Miami, Florida with world-famous super model, Adriana Lima.



This is a screenshot from Survivor Greece showing contestants in Miami, Florida on a boat.

Docusign Envelope ID: 9B76F53B-FC5B-8C25-82AD-D0495E1192F9



This is a screenshot from Survivor Greece showing Miami Beach, Florida.



This is a screenshot from Survivor Greece showing contestants in Wynwood, Florida in front of the Wynwood art walls.

Docusign Envelope ID: 9B76F53B-FC5B-8C25-82AD-D0495E1192F9



This is a screenshot from Survivor Greece showing contestants in Wynwood, Florida in front of the Wynwood art walls.



This is a screenshot from Survivor Greece showing contestants on a speedboat ride in Miami Beach, Florida.

Docusign Envelope ID: 9B76F53B-FC5B-8C25-82AD-D0495E1192F9



This is a screenshot from Survivor Greece showing contestants on a speedboat ride in Miami Beach, Florida.



This is a screenshot from Survivor Greece showing contestants in front of Milos Greek restaurant in Miami Beach, Florida.

Docusign Envelope ID: 9B76F53B-FC5B-8C25-82AD-D0495E1192F9



This is a screenshot from Survivor Greece showing contestants at Milos Greek restaurant in Miami Beach, Florida.



This is a screenshot from Survivor Greece showing contestants partying in Miami Beach, Florida.

Docusign Envelope ID: 9B76F53B-FC5B-8C25-82AD-D0495E1192F9



This is a screenshot from Survivor Greece showing contestants partying in Miami Beach, Florida



This is a screenshot from Survivor Greece showing an interview of a contestant who had won the reward of a trip to Miami, Florida as part of the Survivor Greece show, and during the interview, the contestant thanks Acun Ilicali, the CEO of Acun Medya, for letting him and fellow contestants use his boat while they were in Miami, Florida and as part of the Survivor Greece show which was filmed in Miami, Florida.

Docusign Envelope ID: 9B76F53B-FC5B-8C25-82AD-D0495E1192F9

7. On May 11, 2026, while I was a contestant on the show Survivor Greece and while I was fishing for food as part of the show's design, I was struck by a boat and this incident caused me to suffer a left leg above the knee amputation, among other injuries.

8. Following this incident, Acun Medya and SKAI transported me to the Ryder Trauma Center at Jackson Memorial Hospital. I was in that hospital between May 15 – July 15, 2026 (61 days). During that time I underwent approximately 10 surgeries in Florida to address my injuries.

9. It is my understanding that Acun Medya and/or SKAI entered into contracts with medical providers in Miami, Florida for my extensive care, which care was necessitated by the dangerous conditions associated with the filming of Survivor Greece.

10. While in the Florida hospital, Acun Ilicali visited me, and he explained to me that he has other Survivor Greece-related business to attend to in Florida on Acun Medya and SKAI's behalf. While in the Florida Hospital, Acun Ilicali offered my family and I to stay at Acun Ilicali's residence in Miami Beach, Florida. Pictures below show me in the Miami, Florida hospital with Acun Ilicali:



This is a picture of me in the Miami, Florida hospital with my leg injury.

Docusign Envelope ID: 9B76F53B-FC5B-8C25-82AD-D0495E1192F9



This is a picture of Acun Ilicali visiting me in the Miami, Florida hospital following the incident.

11. This Declaration is not intended to be my only testimony in this case.

I declare under penalty of perjury under the laws of the United States and State of Florida that the foregoing is true and correct to the best of my knowledge.

Executed on this ____ day of _____, 2026 in Greece. 8/25/2026

Signed by:
42987A1225CA438...

Stavros Floros

Docusign Envelope ID: A8EE6198-92A6-81D9-83BE-0E267FB4EE79

DECLARATION OF SOPHIE FLOROU

I, Sophie Florou, declare and state as follows:

1. I am over eighteen (18) years of age and competent to testify regarding the matters set forth in this statement. I have personal knowledge of the facts stated herein and, if called upon to testify, I can and will competently testify thereto.

2. My brother is Stavros Floros. I live in Greece.

3. In my lifetime, I have watched Survivor Greece and Survivor Turkey. I have also watched YouTube videos of Survivor Greece and Survivor Turkey.

4. On YouTube in Greece, I have personally seen videos of Survivor Greece and Survivor Turkey contestants who have won as a reward on the shows luxury trips to Miami, Florida, U.S.A.

5. It is my understanding and belief, based upon me watching these shows on TV and on YouTube, that Acun Medya and SKAI have filmed and produced Survivor Greece and Survivor Turkey in Miami, Florida, U.S.A. over many years.

6. Specifically, Acun Medya and SKAI filmed and produced Survivor Greece in Miami, Florida in the years: 2018, 2021, 2022 and 2023; and Survivor Turkey in the years 2013, 2016, 2017 and 2018.

7. Below are excerpts from the two different shows and I provide a description of each photograph for context:



This is a “Miami” Florida graphic used in the broadcast of Survivor Greece

Docusign Envelope ID: A8EE6198-92A6-81D9-83BE-0E267FB4EE79



This is another “Miami” Florida graphic used in the broadcast of Survivor Greece.



This is a graphic used in the broadcast of Survivor Greece to show the contestants traveling from Dominican Republic to Miami, Florida as part of the above-described award.

Docusign Envelope ID: A8EE6198-92A6-81D9-83BE-0E267FB4EE79



This is another graphic used in the broadcast of Survivor Greece, for another season, to show the contestants traveling from Dominican Republic to Miami, Florida as part of the reward.



This is a screenshot from the show Survivor Turkey showing Survivor contestants at a luxury dinner in Miami, Florida with a world-famous super model, Adriana Lima.

Docusign Envelope ID: A8EE6198-92A6-81D9-83BE-0E267FB4EE79



This is a screenshot from Survivor Greece showing contestants in Miami, Florida on a boat, in front of Bayside, a Miami, Florida landmark.



This is a screenshot from Survivor Greece showing Government Cut and South Pointe park in Miami Beach, Florida.

Docusign Envelope ID: A8EE6198-92A6-81D9-83BE-0E267FB4EE79



This is a screenshot from Survivor Greece showing contestants in Wynwood, Florida in front of the Wynwood art walls.



This is a screenshot from Survivor Greece showing contestants in Wynwood, Florida in front of the Wynwood art walls.

Docusign Envelope ID: A8EE6198-92A6-81D9-83BE-0E267FB4EE79



This is a screenshot from Survivor Greece showing contestants on a speedboat ride in Miami Beach, Florida.



This is a screenshot from Survivor Greece showing contestants on a speedboat ride in Miami Beach, Florida.

Docusign Envelope ID: A8EE6198-92A6-81D9-83BE-0E267FB4EE79



This is a screenshot from Survivor Greece showing contestants in front of Milos Greek restaurant in Miami Beach, Florida.



This is a screenshot from Survivor Greece showing contestants at Milos Greek restaurant in Miami Beach, Florida.

Docusign Envelope ID: A8EE6198-92A6-81D9-83BE-0E267FB4EE79



This is a screenshot from Survivor Greece showing contestants partying in Miami Beach, Florida.



This is a screenshot from Survivor Greece showing contestants partying in Miami Beach, Florida

Docusign Envelope ID: A8EE6198-92A6-81D9-83BE-0E267FB4EE79



This is a screenshot from Survivor Greece showing an interview of a contestant who had won the reward of a trip to Miami, Florida as part of the Survivor Greece show, and during the interview, the contestant thanks Acun Ilicali, the CEO of Acun Medya, for letting him and fellow contestants use Acun Ilicali's boat while they were in Miami, Florida and as part of the Survivor Greece show which was filmed in Miami, Florida.

I declare under penalty of perjury under the laws of the United States and State of Florida that the foregoing is true and correct to the best of my knowledge.

Executed on this ____ day of _____, 2026 in Greece. 8/25/2026

Signed by:
280B80D014DB43F...

Sophie Florou

DECLARATION OF EMMANOUIL MALLIAROS

I, Emmanouil Malliaros, declare and state as follows:

1. I am over the age of eighteen (18) and am competent to testify to the matters set forth in this declaration. I have personal knowledge of the facts stated herein, and if called upon to testify, I could and would testify competently thereto.

2. I was a cast member and contestant on the Greek-language version of the television program "Survivor" ("Survivor Greece"), which at all relevant times was produced, filmed, operated, and/or controlled by Acun Medya and Skai Television (collectively, the "Production").

3. I am a close friend and castmate of Stavros Floros. I have personal knowledge of the incident described below because I was in the water with Stavros and directly witnessed the events that caused his injuries.

4. At the time of the incident described below, on May 11, 2026, Survivor Greece was actively being filmed, produced, and managed by the Production. The cast, including myself and Stavros, remained under the Production's control, direction, and supervision at all times, including on days when no game or challenge was being actively filmed.

5. The Production filmed both the Greek and Turkish versions of "Survivor" in and around Bayahibe, Dominican Republic, near Palmilla Island and the area of Parque Nacional Cotubanamá. Cast members were expected to remain in this location for a period of approximately four to six months.

6. The Production's filming schedule alternated between "game" days, during which challenges were actively filmed, and "off" days, during which no game was filmed but cast members remained on set and were nonetheless subject to continuous filming, including through closed-circuit cameras placed throughout the filming compound and surrounding areas. Cast members were filmed on "off" days while fishing and performing other survival activities, and the Production encouraged and expected such activity for use in the broadcast.

Ψηφιακή Βεβαίωση Εγγράφου

Μπορείτε να ελέγξετε την ισχύ του εγγράφου σκανάροντας το QR code ή εισάγοντας τον κωδικό στο docs.gov.gr/validate

Κωδικός εγγράφου : ohszwFcfa2rjdArbjv2b-Q Σελίδα: 1/5

7. Upon joining the show, the Production took possession of our personal phones and other communication devices. For the duration of filming, the Production controlled our movement, our access to food and water, and our physical safety. We were given only minimal rationed food and limited drinking water, and we were expected to supplement our sustenance by fishing and foraging as part of the show's premise and format.

8. As it relates to swimming and fishing in the ocean water, the Production did not establish any marked, roped-off, buoyed, or otherwise protected safe zone from local boat traffic within which cast members could safely fish or free dive.

9. A central feature of the show's format was a competition among contestants for a spear gun, which was awarded to a team as a helpful tool to hunt fish for food. Prior to the incident described below, Stavros's team had been given the spear gun.

10. Because the Production provided only minimal food to cast members and built the format of the show around the necessity of fishing and hunting to survive, cast members, including myself and Stavros, were incentivized and effectively required to spearfish in open water, including in areas frequented by tourist boat traffic, in order to obtain adequate food in order to nourish ourselves and to survive.

11. The only warning device the Production provided to cast members while spearfishing was a small inflatable marker or "dive flag" buoy, which stood approximately two to three feet above the surface of the water.

12. On the date of the incident, Stavros was diving within approximately 100 meters of the shoreline and within approximately 10 meters of this dive marker.

13. The area where the Production directed us to fish and dive, near Palmilla Island and Bayahibe, is an area of very heavy commercial and tourist boat traffic. On a daily basis, thousands of tourists are transported by bus from the Punta Cana area for day trips to nearby Isla Saona, and more than one hundred tourist catamarans and boats depart from the local port each day. It was common for tourist boats to travel close to shore, including in the area where we were fishing, so that passengers could view the Survivor cast, as we seemed to be entertaining to the locals.

Ψηφιακή Βεβαίωση Εγγράφου

Μπορείτε να ελέγξετε την ισχύ του εγγράφου σκανάροντας το QR code ή εισάγοντας τον κωδικό στο docs.gov.gr/validate

Κωδικός εγγράφου: ohszwFcfa2rjdArbjv2b-Q Σελίδα: 2/5

14. Based on my own observations while living and filming in the area for several months, which I believe the Production observed as well since they were on site everyday, and based on conversations among cast members and with Production staff, I am aware that this heavy boat traffic, and boats traveling too close to shore and to cast members in the water, at high rates of speed, was a known and recurring condition to the Production well before May 11, 2026.

15. Following Stavros' incident, I was made aware that several weeks before Stavros' incident, another contestant's dive flag was struck and severed by a passing boat while that contestant was in the water. This prior incident was very similar to Stavros' eventual incident.

16. It is my understanding, based on discussions among cast members, that both current and former contestants had previously raised concerns to the Production about boats traveling too close to cast members in the water in this same filming area.

17. Given the Production's ongoing presence in this location for months of filming, it is my belief that the Production knew, or in the exercise of reasonable care should have known, of the heavy and dangerous boat traffic in this area and of the risk it posed to cast members fishing and diving there.

18. On the morning of May 11, 2026, Stavros and I went out into the water near Palmilla Island, in the Bayahibe filming area, to fish. We went out at approximately 7:30 a.m. because the water was calmer at that hour.

19. The incident occurred sometime between approximately 8:00 a.m. and 9:30 a.m. I was in the water with Stavros at the time and personally witnessed what happened.

20. I observed a boat approaching us. I recognized that the boat was heading directly toward Stavros and was not slowing down or altering course. I yelled to Stavros to warn him and to tell him to get out of the way. I was also nearly struck by the same boat.

21. Stavros made evasive movements in the water in response to my warning. Had he not moved when he did, I believe he would have been struck directly by the hull or propellers of the boat and likely would have been killed.

Ψηφιακή Βεβαίωση Εγγράφου

Μπορείτε να ελέγξετε την ισχύ του εγγράφου σκανάροντας το QR code ή εισάγοντας τον κωδικό στο docs.gov.gr/validate

Κωδικός εγγράφου: ohszwFcfa2rjdArbjv2b-Q Σελίδα: 3/5

22. Despite his evasive movements, the boat's propellers struck both of Stavros's legs. The impact severed his left leg completely; his left leg was not recovered from the water. His right leg was also severely injured.

23. The boat that struck Stavros was a tourist catamaran or tour boat carrying approximately twenty (20) tourist passengers. The collision occurred within approximately 100 meters of the shoreline.

24. Immediately after striking Stavros, the boat initially continued on its course without stopping. It was only after the tourist passengers aboard the boat demanded that the operator turn around that the boat came back to assist.

25. Stavros was pulled onto the boat, and I helped push him up onto the boat from the water. Someone aboard applied a tourniquet to his leg, which I believe saved his life. Stavros was then transported toward shore and ultimately to a local clinic in the Dominican Republic; I understand the total time from the incident to his arrival at a clinic was approximately one and a half hours.

26. I did not see any Production safety personnel, safety boats, spotters, or other measures in place at the time of the incident to warn approaching boats away from the area where we were fishing, or to protect cast members from boat traffic while in the water.

27. Filming and production of Survivor Greece did not stop after Stavros's accident. The Production remained on location, continued to actively film and manage the show, and continued to exercise the same control over the remaining cast members that it had exercised before the incident.

28. In the period after the accident, while the Production was still actively operating the show, I was made aware, after the fact, that the Production provided remaining cast members with cocaine and marijuana, apparently to help calm and settle the cast following Stavros's injury.

29. I state this to reflect the Production's continued, ongoing control over the cast, activities, and welfare in the immediate aftermath of the incident, at a time when the Production remained fully responsible for cast safety and for the operation and management of the show.

Ψηφιακή Βεβαίωση Εγγράφου

Μπορείτε να ελέγξετε την ισχύ του εγγράφου σκανάροντας το QR code ή εισάγοντας τον κωδικό στο docs.gov.gr/validate

Κωδικός εγγράφου: ohszwFcfa2rjdArbjv2b-Q Σελίδα: 4/5

30. Based on my personal observations over the course of months of filming in this location, and my firsthand experience of the incident itself, it is my belief that the Production knew of the heavy and dangerous boat traffic in the filming area, knew or should have known of the prior close call, and failed to provide cast members, including Stavros, with a safe place to fish and dive, adequate protective equipment, or adequate warning to approaching boat traffic.

31. Following Stavros' incident, the Production awarded me the second place prize for the Survivor competition. To receive my prize, the Production initially asked me to sign a document that suggested the Survivor competition ended on May 10, 2026, before Stavros' incident. Because that statement is untrue, I refused to sign the agreement the Production initially drafted, and I requested that any agreement I sign clearly state that the Survivor competition was ongoing at the time of Stavros' incident, which is the truth.

32. I declare under penalty of perjury under the laws of the United States and State of Florida that the foregoing is true and correct to the best of my knowledge.

Executed on this ____ day of _____, 2026 in Greece. 7/30/2026

Signed by:
4CE25BD4FD5744C...

_____
Emmanouil Malliaros

Ψηφιακή Βεβαίωση Εγγράφου

Μπορείτε να ελέγξετε την ισχύ του εγγράφου σκανάροντας το QR code ή εισάγοντας τον κωδικό στο docs.gov.gr/validate

Κωδικός εγγράφου: ohszwFcfa2rjdArbjv2b-Q

Σελίδα: 5/5

Επιβεβαιώνεται το γνήσιο. Υπουργείο Ψηφιακής Διακυβέρνησης / Verified by the Ministry of Digital Governance, Hellenic Republic
20260730180155+03'00'

Υπογραφή:
ΕΜΜΑΝΟΥΗΛ ΜΑΛΛΙΑΡΟΣ
Πατρώνυμο: ΗΛΙΑΣ
ΑΦΜ: 169060327
Ημ. Υπογραφής: 30/07/2026 18:01:52

Docusign Envelope ID: CA2DBD8B-DB10-8699-8195-363E891268B8

DECLARATION OF GEORGIOS POLYCHROS

I, Georgios Polychros, declare and state as follows:

1. I am over eighteen (18) years of age and competent to testify regarding the matters set forth in this statement. I have personal knowledge of the facts stated herein and, if called upon to testify, I can and will competently testify thereto.

2. I was a cast member and contestant on the 2026 Greek version of the television show "Survivor" ("Survivor Greece"), which at all material times was produced, filmed, operated, and/or controlled by Acun Medya and SKAI (collectively, the "Production").

3. The Production filmed both the Greek and Turkish versions of "Survivor" in and around Bayahibe, Dominican Republic, near Palmilla Island and the Cotubanamá National Park area. Cast members were expected to remain at this location for a period of approximately four to six months.

4. The Production's filming schedule alternated between "game" days (challenges), during which challenges were actively filmed, and "off" days (free days), during which no challenge was being filmed, but cast members remained on set and were nevertheless subject to continuous filming, including through closed-circuit cameras (24-hour cameras) placed throughout the filming sites and surrounding areas. Cast members were filmed on "off" days while fishing and engaging in other survival activities, and the Production encouraged and expected such activity for broadcast use.

5. Upon joining the show, the Production took possession of our personal mobile phones and other communication devices. For the duration of filming, the Production controlled our movements, our access to food and water, as well as our physical safety. We were provided with only minimal rationed food and limited drinking water, and we were expected to supplement our diet through fishing and foraging as part of the concept and format of the show.

6. Regarding swimming and ocean fishing, the Production did not establish any marked, roped-off, buoyed, or otherwise protected safe zone from heavy/local boat traffic, within which cast members could safely fish or free-dive.

7. A central feature of the show's structure was the competition between contestants for a speargun along with a dive buoy, which was awarded as a prize to one team as an auxiliary tool for hunting fish for food, while the losing team received it 10 days later. Prior to the incident described below, the speargun had been awarded to Stavros Floros's team.

8. Because the Production provided only minimal food to the cast members and built the show's format around the necessity of fishing and hunting for survival, cast members were motivated and essentially compelled to spearfish in open waters, including areas frequented by tourist boats, in order to secure sufficient food to feed ourselves and survive.

Docusign Envelope ID: CA2DBD8B-DB10-8699-8195-363E891268B8

9. The only warning device provided by the Production to cast members while spearfishing was a small inflatable buoy or dive flag, which stood approximately two to three feet (about 60–90 centimeters) above the water's surface.

10. The area where the Production directed us to fish and dive, near Palmilla Island and Bayahibe, is an area with extremely high commercial and tourist boat traffic. On a daily basis, thousands of tourists are transported by bus from the Punta Cana area for day trips to nearby Isla Saona, and more than one hundred tourist catamarans and boats depart from the local port every day. It was common for tourist boats to travel close to the shore, including the area where we were fishing, so that passengers could see the Survivor cast, as we appeared to be entertainment for the locals.

11. Based on my own observations during my stay and filming in the area over several months — which I believe were also observed by the Production, as they were present at the location daily — and based on discussions among cast members and Production staff, I know that this increased boat traffic, as well as boats traveling very close to the shore and to cast members in the water at high speeds, was a known and recurring situation for the Production long before May 11, 2026.

12. Following the incident involving Stavros Floros, I was informed that several weeks prior to this incident, another contestant's dive flag was struck and severed by a passing boat while that contestant was in the water. This prior incident was very similar to the eventual incident involving Stavros.

13. I understand, based on discussions among cast members, that both current and former contestants had previously raised concerns with the Production regarding boats traveling dangerously close to cast members in the water in this exact same filming area. Furthermore, we had reported to the Production that local drivers were not driving properly and that we had no safety whatsoever even during our transportations.

14. Given the Production's continuous presence at this location over months of filming, it is my belief that the Production knew, or through the exercise of due diligence ought to have known, of the heavy and dangerous boat traffic in this area and the risk it posed to cast members fishing and diving there.

15. Personally, because I am a fisherman and well-acquainted with the sea and its dangers, I was constantly observing and keeping an eye on whichever teammate entered the water for spearfishing, regularly checking their buoys. I was certain that, given the prevailing conditions, an accident would eventually occur.

16. On the morning of May 11, 2026, I had gone down from the hut to the beach twice to clean fish and checked the buoy in the sea twice. My teammates were approximately 100 meters off the shore.

17. Up until the moment of Stavros Floros's accident, filming of the show was proceeding normally via the 24-hour cameras. I did not see any Production safety personnel, safety boats, spotters, or other measures in place at the time of the incident to warn approaching vessels away from the area where we were fishing or to protect cast members in the water from boat traffic.

Docusign Envelope ID: CA2DBD8B-DB10-8699-8195-363E891268B8

18. While we were at the hut, the Production's morning reporters informed us that something had happened and that we had to leave the hut immediately. It was at that point that the game and the filming of the show were stopped. Going back down to the beach, I saw that the buoy was no longer in the sea, and that was when I realized exactly what had happened and how severe the incident was. Subsequently, the Production relocated us to the villas.

19. During the period following the accident, while the Production had halted filming but continued to actively manage the cast at the villas, I was subsequently informed that the Production provided other cast members with cocaine and marijuana, apparently to help calm and reassure the cast following Stavros's injury.

20. I state this to illustrate the Production's continuous, ongoing control over the cast, their activities, and their well-being immediately following the incident, at a time when the Production remained fully responsible for the safety of the cast and for the operation and management of the show.

21. Based on my personal observations over months of filming at this location and my direct experience on the day of the incident, it is my belief that the Production was aware of the heavy and dangerous boat traffic in the filming area, knew or ought to have known of the prior near-miss incident, and failed to provide cast members, including Stavros, with a safe place to fish and dive, adequate protective equipment, or sufficient warning of approaching boat traffic.

22. Prior to becoming a contestant on the show, I had watched previous versions of Survivor Greece. In many prior seasons of the show, contestants could win as a reward in the show a travel trip to Miami, Florida, U.S.A., where contestants were filmed in Miami, Florida having a luxury trip in Miami, such as going to well-known restaurants, city landmarks, and boat rides. I decided to participate in the Survivor show in part based on my desire to win the travel reward to Miami, Florida.

Provided below is my statement, consistent with the above, in Greek; but the English version controls:

1. Είμαι άνω των δεκαοκτώ (18) ετών και ικανός/ή να καταθέσω σχετικά με τα ζητήματα που αναφέρονται στην παρούσα δήλωση. Έχω προσωπική γνώση των γεγονότων που αναφέρονται στο παρόν και, εάν κληθώ να καταθέσω, μπορώ και θα καταθέσω αρμοδίως σχετικά με αυτά.

2. Ήμουν μέλος του καστ και διαγωνιζόμενος/η στην ελληνική εκδοχή του τηλεοπτικού show "Survivor" του 2026 ("Survivor Greece"), το οποίο σε όλες τις ουσιώδεις χρονικές στιγμές παραγόταν, γυριζόταν, λειτουργούσε ή/και ελεγχόταν από την Acun Medya και τον ΣΚΑΪ (συλλογικά, η "Παραγωγή").

Docusign Envelope ID: CA2DBD8B-DB10-8699-8195-363E891268B8

3. Η Παραγωγή γύρισε τόσο την ελληνική όσο και την τουρκική εκδοχή του "Survivor" στην περιοχή του Bayahibe, στη Δομινικανή Δημοκρατία, κοντά στο νησί Palmilla και στην περιοχή του Εθνικού Πάρκου Cotubanamá. Τα μέλη του καστ αναμενόταν να παραμείνουν σε αυτή την τοποθεσία για περίοδο περίπου τεσσάρων έως έξι μηνών.

4. Το πρόγραμμα γυρισμάτων της Παραγωγής εναλλασσόταν μεταξύ ημερών "παιχνιδιού" (δοκιμασίες), κατά τις οποίες γυρίζονταν ενεργά οι δοκιμασίες, και "ελεύθερων" ημερών, κατά τις οποίες δεν γυριζόταν καμία δοκιμασία, αλλά τα μέλη του καστ παρέμεναν στο σετ και υπόκειντο παρ' όλα αυτά σε συνεχή κινηματογράφηση, μεταξύ άλλων μέσω κλειστού κυκλώματος καμερών (κάμερες 24 ωρών) τοποθετημένων σε όλους τους χώρους γυρισμάτων και τις γύρω περιοχές. Τα μέλη του καστ γυρίζονταν τις "ελεύθερες" ημέρες ενώ ψάρευαν και συμμετείχαν σε άλλες δραστηριότητες επιβίωσης, και η Παραγωγή ενθάρρυνε και ανέμενε τέτοιες δραστηριότητες για χρήση στη μετάδοση.

5. Με την ένταξή μας στο show, η Παραγωγή κατέλαβε τα προσωπικά μας κινητά τηλέφωνα και άλλες συσκευές επικοινωνίας. Για τη διάρκεια των γυρισμάτων, η Παραγωγή έλεγχε τις μετακινήσεις μας, την πρόσβασή μας σε τροφή και νερό, καθώς και τη σωματική μας ασφάλεια. Μας παρείχαν μόνο ελάχιστη μερίδα τροφής και περιορισμένο πόσιμο νερό, και αναμενόταν να συμπληρώνουμε τη διατροφή μας μέσω ψαρέματος και τροφοσυλλογής ως μέρος της ιδέας και της μορφής του show.

6. Όσον αφορά την κολύμβηση και το θαλάσσιο ψάρεμα, η Παραγωγή δεν καθόρισε καμία σηματοδοτημένη, περιφραγμένη με σχοινιά, με σημαδούρες ή άλλως προστατευμένη ασφαλή ζώνη από την έντονη/τοπική κίνηση σκαφών, εντός της οποίας τα μέλη του καστ θα μπορούσαν να ψαρεύουν ή να κάνουν ελεύθερη κατάδυση με ασφάλεια.

7. Βασικό χαρακτηριστικό της δομής του show ήταν ο ανταγωνισμός μεταξύ των διαγωνιζομένων για ένα ψαροντούφεκο μαζί με μια σημαδούρα κατάδυσης, το οποίο απονεμόταν ως βραβείο σε μία ομάδα ως βοηθητικό εργαλείο για το κυνήγι ψαριών προς διατροφή, ενώ η ηττημένη ομάδα το λάμβανε 10 ημέρες αργότερα. Πριν από το περιστατικό που περιγράφεται παρακάτω, το ψαροντούφεκο είχε απονεμηθεί στην ομάδα του Σταύρου Φλώρου.

Docusign Envelope ID: CA2DBD8B-DB10-8699-8195-363E891268B8

8. Επειδή η Παραγωγή παρείχε μόνο ελάχιστη τροφή στα μέλη του καστ και έχτισε τη μορφή του show γύρω από την αναγκαιότητα του ψαρέματος και του κυνηγιού για επιβίωση, τα μέλη του καστ ήταν παρακινημένα και ουσιαστικά αναγκασμένα να ψαρεύουν με καμάκι σε ανοιχτά νερά, συμπεριλαμβανομένων περιοχών που συχνάζουν τουριστικά σκάφη, προκειμένου να εξασφαλίσουμε επαρκή τροφή για να θρέψουμε τους εαυτούς μας και να επιβιώσουμε.

9. Η μόνη συσκευή προειδοποίησης που παρείχε η Παραγωγή στα μέλη του καστ κατά τη διάρκεια του ψαρέματος με καμάκι ήταν μια μικρή φουσκωτή σημαδούρα ή σημαία κατάδυσης, η οποία υψωνόταν περίπου δύο έως τρία πόδια (περίπου 60–90 εκατοστά) πάνω από την επιφάνεια του νερού.

10. Η περιοχή όπου η Παραγωγή μας κατηύθυνε να ψαρεύουμε και να καταδυόμαστε, κοντά στο νησί Palmilla και το Bayahibe, είναι μια περιοχή με εξαιρετικά υψηλή εμπορική και τουριστική κίνηση σκαφών. Καθημερινά, χιλιάδες τουρίστες μεταφέρονται με λεωφορεία από την περιοχή του Punta Cana για ημερήσιες εκδρομές στην κοντινή Isla Saona, και περισσότερα από εκατό τουριστικά καταμαράν και σκάφη αναχωρούν από το τοπικό λιμάνι κάθε μέρα. Ήταν σύνηθες τα τουριστικά σκάφη να πλέουν κοντά στην ακτή, συμπεριλαμβανομένης της περιοχής όπου ψαρεύαμε, ώστε οι επιβάτες να μπορούν να δουν το καστ του Survivor, καθώς φαινόταν ότι αποτελούσαμε ψυχαγωγία για τους ντόπιους.

11. Με βάση τις δικές μου παρατηρήσεις κατά τη διάρκεια της παραμονής και των γυρισμάτων μου στην περιοχή για αρκετούς μήνες — τις οποίες πιστεύω ότι παρατήρησε και η Παραγωγή, καθώς ήταν παρόντες στην τοποθεσία καθημερινά — και με βάση συζητήσεις μεταξύ μελών του καστ και προσωπικού της Παραγωγής, γνωρίζω ότι αυτή η αυξημένη κίνηση σκαφών, καθώς και τα σκάφη που κινούνταν πολύ κοντά στην ακτή και στα μέλη του καστ μέσα στο νερό με υψηλές ταχύτητες, ήταν μια γνωστή και επαναλαμβανόμενη κατάσταση για την Παραγωγή πολύ πριν από τις 11 Μαΐου 2026.

12. Μετά το περιστατικό που αφορούσε τον Σταύρο Φλώρο, ενημερώθηκα ότι, αρκετές εβδομάδες πριν από αυτό το περιστατικό, η σημαία κατάδυσης άλλου διαγωνιζόμενου χτυπήθηκε και κόπηκε από ένα διερχόμενο σκάφος ενώ ο εν λόγω διαγωνιζόμενος

Docusign Envelope ID: CA2DBD8B-DB10-8699-8195-363E891268B8

βρισκόταν στο νερό. Αυτό το προηγούμενο περιστατικό ήταν πολύ παρόμοιο με το τελικό περιστατικό που αφορούσε τον Σταύρο.

13. Κατανοώ, βάσει συζητήσεων μεταξύ μελών του καστ, ότι τόσο τρέχοντες όσο και πρώην διαγωνιζόμενοι είχαν προηγουμένως εκφράσει ανησυχίες στην Παραγωγή σχετικά με σκάφη που κινούνταν επικίνδυνα κοντά σε μέλη του καστ μέσα στο νερό, σε αυτήν ακριβώς την ίδια περιοχή γυρισμάτων. Επιπλέον, είχαμε αναφέρει στην Παραγωγή ότι οι τοπικοί οδηγοί δεν οδηγούσαν σωστά και ότι δεν είχαμε καμία απολύτως ασφάλεια ακόμη και κατά τις μετακινήσεις μας.

14. Δεδομένης της συνεχούς παρουσίας της Παραγωγής σε αυτή την τοποθεσία επί μήνες γυρισμάτων, πιστεύω ότι η Παραγωγή γνώριζε, ή μέσω της άσκησης της δέουσας επιμέλειας όφειλε να γνωρίζει, την έντονη και επικίνδυνη κίνηση σκαφών στην περιοχή αυτή και τον κίνδυνο που αυτή αποτελούσε για τα μέλη του καστ που ψάρευαν και καταδύονταν εκεί.

15. Προσωπικά, επειδή είμαι ψαράς και καλά εξοικειωμένος με τη θάλασσα και τους κινδύνους της, παρατηρούσα συνεχώς και είχα το μάτι μου πάνω σε όποιον συμπαίκτη έμπαινε στο νερό για ψάρεμα με καμάκι, ελέγχοντας τακτικά τις σημαδούρες τους. Ήμουν βέβαιος ότι, δεδομένων των επικρατουσών συνθηκών, θα συνέβαινε τελικά ένα ατύχημα.

16. Το πρωί της 11ης Μαΐου 2026, είχα κατέβει από την καλύβα στην παραλία δύο φορές για να καθαρίσω ψάρια και έλεγξα τη σημαδούρα στη θάλασσα δύο φορές. Οι συμπαίκτες μου βρίσκονταν περίπου 100 μέτρα από την ακτή.

17. Μέχρι τη στιγμή του ατυχήματος του Σταύρου Φλώρου, τα γυρίσματα του show εξελίσσονταν κανονικά μέσω των καμερών 24 ωρών. Δεν είδα κανένα προσωπικό ασφαλείας της Παραγωγής, σκάφη ασφαλείας, παρατηρητές, ή άλλα μέτρα σε ισχύ τη στιγμή του περιστατικού για να προειδοποιήσουν τα πλησιάζοντα σκάφη να απομακρυνθούν από την περιοχή όπου ψαρεύαμε ή για να προστατεύσουν τα μέλη του καστ στο νερό από την κίνηση σκαφών.

18. Ενώ βρισκόμασταν στην καλύβα, οι πρωινοί ρεπόρτερ της Παραγωγής μας ενημέρωσαν ότι κάτι είχε συμβεί και ότι έπρεπε να φύγουμε αμέσως από την καλύβα. Ήταν εκείνη τη

Docusign Envelope ID: CA2DBD8B-DB10-8699-8195-363E891268B8

στιγμή που σταμάτησαν το παιχνίδι και τα γυρίσματα του show. Κατεβαίνοντας ξανά στην παραλία, είδα ότι η σημαδούρα δεν βρισκόταν πια στη θάλασσα, και τότε συνειδητοποίησα ακριβώς τι είχε συμβεί και πόσο σοβαρό ήταν το περιστατικό. Στη συνέχεια, η Παραγωγή μάς μετέφερε στις βίλες.

19. Κατά την περίοδο που ακολούθησε το ατύχημα, ενώ η Παραγωγή είχε διακόψει τα γυρίσματα αλλά συνέχιζε να διαχειρίζεται ενεργά το καστ στις βίλες, ενημερώθηκα εκ των υστέρων ότι η Παραγωγή παρείχε σε άλλα μέλη του καστ κοκαΐνη και μαριχουάνα, προφανώς για να βοηθήσει στην καθησύχαση και καθησυχασμό του καστ μετά τον τραυματισμό του Σταύρου.

20. Αναφέρω αυτό για να καταδείξω τον συνεχή, διαρκή έλεγχο της Παραγωγής πάνω στο καστ, στις δραστηριότητές του και στην ευημερία του αμέσως μετά το περιστατικό, σε μια στιγμή κατά την οποία η Παραγωγή παρέμενε πλήρως υπεύθυνη για την ασφάλεια του καστ και για τη λειτουργία και διαχείριση του show.

21. Με βάση τις προσωπικές μου παρατηρήσεις κατά τη διάρκεια μηνών γυρισμάτων σε αυτή την τοποθεσία και την άμεση εμπειρία μου την ημέρα του περιστατικού, πιστεύω ότι η Παραγωγή γνώριζε την έντονη και επικίνδυνη κίνηση σκαφών στην περιοχή γυρισμάτων, γνώριζε ή όφειλε να γνωρίζει το προηγούμενο περιστατικό παρ' ολίγον σύγκρουσης, και απέτυχε να παράσχει στα μέλη του καστ, συμπεριλαμβανομένου του Σταύρου, ένα ασφαλές μέρος για ψάρεμα και κατάδυση, επαρκή προστατευτικό εξοπλισμό, ή επαρκή προειδοποίηση για την πλησιάζουσα κίνηση σκαφών.

22. Πριν γίνω διαγωνιζόμενος/η στο show, είχα παρακολουθήσει προηγούμενες εκδοχές του Survivor Greece. Σε πολλές προηγούμενες σεζόν του show, οι διαγωνιζόμενοι μπορούσαν να κερδίσουν ως έπαθλο στο show ένα ταξίδι στο Μαϊάμι, της Φλόριντα, Η.Π.Α., όπου οι διαγωνιζόμενοι γυρίζονταν στο Μαϊάμι της Φλόριντα κάνοντας ένα πολυτελές ταξίδι στο Μαϊάμι, όπως επισκέψεις σε γνωστά εστιατόρια, ορόσημα της πόλης, και βόλτες με σκάφος. Αποφάσισα να συμμετάσχω στο show Survivor εν μέρει βασιζόμενος/η στην επιθυμία μου να κερδίσω το ταξιδιωτικό έπαθλο στο Μαϊάμι της Φλόριντα.

Docusign Envelope ID: CA2DBD8B-DB10-8699-8195-363E891268B8

I declare under penalty of perjury under the laws of the United States and State of Florida that the foregoing is true and correct to the best of my knowledge.

Executed on this ____ day of _____, 2026 in Greece. 8/14/2026

Signed by:
68DE810934E740B...

Georgios Polychros

Docusign Envelope ID: 652CAB8F-E90F-84B7-81B9-43FBF46B85F1

DECLARATION OF IOANNIS REVIS

I, Ioannis Revis, declare and state as follows:

1. I am over eighteen (18) years of age and competent to testify regarding the matters set forth in this statement. I have personal knowledge of the facts stated herein and, if called upon to testify, I can and will competently testify thereto.

2. I was a cast member and contestant on the 2026 Greek version of the television show "Survivor" ("Survivor Greece"), which at all material times was produced, filmed, operated, and/or controlled by Acun Medya and SKAI (collectively, the "Production").

3. The Production filmed both the Greek and Turkish versions of "Survivor" in and around Bayahibe, Dominican Republic, near Palmilla Island and the Cotubanamá National Park area. Cast members were expected to remain at this location for a period of approximately four to six months.

4. The Production's filming schedule alternated between "game" days (challenges), during which challenges were actively filmed, and "off" days (free days), during which no challenge was being filmed, but cast members remained on set and were nevertheless subject to continuous filming, including through closed-circuit cameras (24-hour cameras) placed throughout the filming sites and surrounding areas. Cast members were filmed on "off" days while fishing and engaging in other survival activities, and the Production encouraged and expected such activity for broadcast use.

5. Upon joining the show, the Production took possession of our personal mobile phones and other communication devices. For the duration of filming, the Production controlled our movements, our access to food and water, as well as our physical safety. We were provided with only minimal rationed food and limited drinking water, and we were expected to supplement our diet through fishing and foraging as part of the concept and format of the show.

6. Regarding swimming and ocean fishing, the Production did not establish any marked, roped-off, buoyed, or otherwise protected safe zone from heavy/local boat traffic, within which cast members could safely fish or free-dive.

7. A central feature of the show's structure was the competition between contestants for a speargun along with a dive buoy, which was awarded as a prize to one team as an auxiliary tool for hunting fish for food, while the losing team received it 10 days later. Prior to the incident described below, the speargun had been awarded to Stavros Floros's team.

8. Because the Production provided only minimal food to the cast members and built the show's format around the necessity of fishing and hunting for survival, cast members were motivated and essentially compelled to spearfish in open waters, including areas frequented by tourist boats, in order to secure sufficient food to feed ourselves and survive.

Docusign Envelope ID: 652CAB8F-E90F-84B7-81B9-43FBF46B85F1

9. The only warning device provided by the Production to cast members while spearfishing was a small inflatable buoy or dive flag, which stood approximately two to three feet (about 60–90 centimeters) above the water's surface.

10. The area where the Production directed us to fish and dive, near Palmilla Island and Bayahibe, is an area with extremely high commercial and tourist boat traffic. On a daily basis, thousands of tourists are transported by bus from the Punta Cana area for day trips to nearby Isla Saona, and more than one hundred tourist catamarans and boats depart from the local port every day. It was common for tourist boats to travel close to the shore, including the area where we were fishing, so that passengers could see the Survivor cast, as we appeared to be entertainment for the locals.

11. Based on my own observations during my stay and filming in the area over several months — which I believe were also observed by the Production, as they were present at the location daily — and based on discussions among cast members and Production staff, I know that this increased boat traffic, as well as boats traveling very close to the shore and to cast members in the water at high speeds, was a known and recurring situation for the Production long before May 11, 2026.

12. Following the incident involving Stavros Floros, I was informed that several weeks prior to this incident, another contestant's dive flag was struck and severed by a passing boat while that contestant was in the water. This prior incident was very similar to the eventual incident involving Stavros.

13. I understand, based on discussions among cast members, that both current and former contestants had previously raised concerns with the Production regarding boats traveling dangerously close to cast members in the water in this exact same filming area. Furthermore, we had reported to the Production that local drivers were not driving properly and that we had no safety whatsoever even during our transportations.

14. Given the Production's continuous presence at this location over months of filming, it is my belief that the Production knew, or through the exercise of due diligence ought to have known, of the heavy and dangerous boat traffic in this area and the risk it posed to cast members fishing and diving there.

15. Based on my personal observations over months of filming at this location and my direct experience on the day of the incident, it is my belief that the Production was aware of the heavy and dangerous boat traffic in the filming area, knew or ought to have known of the prior near-miss incident, and failed to provide cast members, including Stavros, with a safe place to fish and dive, adequate protective equipment, or sufficient warning of approaching boat traffic.

16. Prior to becoming a contestant on the show, I had watched previous versions of Survivor Greece. In many prior seasons of the show, contestants could win as a reward in the show a travel trip to Miami, Florida, U.S.A., where contestants were filmed in Miami, Florida having a luxury trip in Miami, such as going to well-known restaurants, city landmarks, and boat rides. I decided to participate in the Survivor show in part based on my desire to win the travel reward to Miami, Florida.

Docusign Envelope ID: 652CAB8F-E90F-84B7-81B9-43FBF46B85F1

Provided below is my statement, consistent with the above, in Greek; but the English version controls:

1. Είμαι άνω των δεκαοκτώ (18) ετών και ικανός/ή να καταθέσω σχετικά με τα ζητήματα που αναφέρονται στην παρούσα δήλωση. Έχω προσωπική γνώση των γεγονότων που αναφέρονται στο παρόν και, εάν κληθώ να καταθέσω, μπορώ και θα καταθέσω αρμοδίως σχετικά με αυτά.

2. Ήμουν μέλος του καστ και διαγωνιζόμενος/η στην ελληνική εκδοχή του τηλεοπτικού show "Survivor" του 2026 ("Survivor Greece"), το οποίο σε όλες τις ουσιώδεις χρονικές στιγμές παραγόταν, γυριζόταν, λειτουργούσε ή/και ελεγχόταν από την Acun Medya και τον ΣΚΑΪ (συλλογικά, η "Παραγωγή").

3. Η Παραγωγή γύρισε τόσο την ελληνική όσο και την τουρκική εκδοχή του "Survivor" στην περιοχή του Bayahibe, στη Δομινικανή Δημοκρατία, κοντά στο νησί Palmilla και στην περιοχή του Εθνικού Πάρκου Cotubanamá. Τα μέλη του καστ αναμενόταν να παραμείνουν σε αυτή την τοποθεσία για περίοδο περίπου τεσσάρων έως έξι μηνών.

4. Το πρόγραμμα γυρισμάτων της Παραγωγής εναλλασσόταν μεταξύ ημερών "παιχνιδιού" (δοκιμασίες), κατά τις οποίες γυρίζονταν ενεργά οι δοκιμασίες, και "ελεύθερων" ημερών, κατά τις οποίες δεν γυριζόταν καμία δοκιμασία, αλλά τα μέλη του καστ παρέμεναν στο σετ και υπόκειντο παρ' όλα αυτά σε συνεχή κινηματογράφηση, μεταξύ άλλων μέσω κλειστού κυκλώματος καμερών (κάμερες 24 ωρών) τοποθετημένων σε όλους τους χώρους γυρισμάτων και τις γύρω περιοχές. Τα μέλη του καστ γυρίζονταν τις "ελεύθερες" ημέρες ενώ ψάρευαν και συμμετείχαν σε άλλες δραστηριότητες επιβίωσης, και η Παραγωγή ενθάρρυνε και ανέμενε τέτοιες δραστηριότητες για χρήση στη μετάδοση.

5. Με την ένταξή μας στο show, η Παραγωγή κατέλαβε τα προσωπικά μας κινητά τηλέφωνα και άλλες συσκευές επικοινωνίας. Για τη διάρκεια των γυρισμάτων, η Παραγωγή έλεγχε τις μετακινήσεις μας, την πρόσβασή μας σε τροφή και νερό, καθώς και τη σωματική μας ασφάλεια. Μας παρείχαν μόνο ελάχιστη μερίδα τροφής και περιορισμένο πόσιμο νερό, και αναμενόταν να συμπληρώνουμε τη διατροφή μας μέσω ψαρέματος και τροφοσυλλογής ως μέρος της ιδέας και της μορφής του show.

Docusign Envelope ID: 652CAB8F-E90F-84B7-81B9-43FBF46B85F1

6. Όσον αφορά την κολύμβηση και το θαλάσσιο ψάρεμα, η Παραγωγή δεν καθόρισε καμία σηματοδοτημένη, περιφραγμένη με σχοινιά, με σημαδούρες ή άλλως προστατευμένη ασφαλή ζώνη από την έντονη/τοπική κίνηση σκαφών, εντός της οποίας τα μέλη του καστ θα μπορούσαν να ψαρεύουν ή να κάνουν ελεύθερη κατάδυση με ασφάλεια.

7. Βασικό χαρακτηριστικό της δομής του show ήταν ο ανταγωνισμός μεταξύ των διαγωνιζομένων για ένα ψαροντούφεκο μαζί με μια σημαδούρα κατάδυσης, το οποίο απονεμόταν ως βραβείο σε μία ομάδα ως βοηθητικό εργαλείο για το κυνήγι ψαριών προς διατροφή, ενώ η ηττημένη ομάδα το λάμβανε 10 ημέρες αργότερα. Πριν από το περιστατικό που περιγράφεται παρακάτω, το ψαροντούφεκο είχε απονεμηθεί στην ομάδα του Σταύρου Φλώρου.

8. Επειδή η Παραγωγή παρείχε μόνο ελάχιστη τροφή στα μέλη του καστ και έχτισε τη μορφή του show γύρω από την αναγκαιότητα του ψαρέματος και του κυνηγιού για επιβίωση, τα μέλη του καστ ήταν παρακινημένα και ουσιαστικά αναγκασμένα να ψαρεύουν με καμάκι σε ανοιχτά νερά, συμπεριλαμβανομένων περιοχών που συχνάζουν τουριστικά σκάφη, προκειμένου να εξασφαλίσουμε επαρκή τροφή για να θρέψουμε τους εαυτούς μας και να επιβιώσουμε.

9. Η μόνη συσκευή προειδοποίησης που παρείχε η Παραγωγή στα μέλη του καστ κατά τη διάρκεια του ψαρέματος με καμάκι ήταν μια μικρή φουσκωτή σημαδούρα ή σημαία κατάδυσης, η οποία υψωνόταν περίπου δύο έως τρία πόδια (περίπου 60–90 εκατοστά) πάνω από την επιφάνεια του νερού.

10. Η περιοχή όπου η Παραγωγή μας κατηύθυνε να ψαρεύουμε και να καταδυόμαστε, κοντά στο νησί Palmilla και το Bayahibe, είναι μια περιοχή με εξαιρετικά υψηλή εμπορική και τουριστική κίνηση σκαφών. Καθημερινά, χιλιάδες τουρίστες μεταφέρονται με λεωφορεία από την περιοχή του Punta Cana για ημερήσιες εκδρομές στην κοντινή Isla Saona, και περισσότερα από εκατό τουριστικά καταμαράν και σκάφη αναχωρούν από το τοπικό λιμάνι κάθε μέρα. Ήταν σύνηθες τα τουριστικά σκάφη να πλέουν κοντά στην ακτή, συμπεριλαμβανομένης της περιοχής όπου ψαρεύαμε, ώστε οι επιβάτες να μπορούν να δουν το καστ του Survivor, καθώς φαινόταν ότι αποτελούσαμε ψυχαγωγία για τους ντόπιους.

Docusign Envelope ID: 652CAB8F-E90F-84B7-81B9-43FBF46B85F1

11. Με βάση τις δικές μου παρατηρήσεις κατά τη διάρκεια της παραμονής και των γυρισμάτων μου στην περιοχή για αρκετούς μήνες — τις οποίες πιστεύω ότι παρατήρησε και η Παραγωγή, καθώς ήταν παρόντες στην τοποθεσία καθημερινά — και με βάση συζητήσεις μεταξύ μελών του καστ και προσωπικού της Παραγωγής, γνωρίζω ότι αυτή η αυξημένη κίνηση σκαφών, καθώς και τα σκάφη που κινούνταν πολύ κοντά στην ακτή και στα μέλη του καστ μέσα στο νερό με υψηλές ταχύτητες, ήταν μια γνωστή και επαναλαμβανόμενη κατάσταση για την Παραγωγή πολύ πριν από τις 11 Μαΐου 2026.

12. Μετά το περιστατικό που αφορούσε τον Σταύρο Φλώρο, ενημερώθηκα ότι, αρκετές εβδομάδες πριν από αυτό το περιστατικό, η σημαία κατάδυσης άλλου διαγωνιζόμενου χτυπήθηκε και κόπηκε από ένα διερχόμενο σκάφος ενώ ο εν λόγω διαγωνιζόμενος βρισκόταν στο νερό. Αυτό το προηγούμενο περιστατικό ήταν πολύ παρόμοιο με το τελικό περιστατικό που αφορούσε τον Σταύρο.

13. Κατανοώ, βάσει συζητήσεων μεταξύ μελών του καστ, ότι τόσο τρέχοντες όσο και πρώην διαγωνιζόμενοι είχαν προηγουμένως εκφράσει ανησυχίες στην Παραγωγή σχετικά με σκάφη που κινούνταν επικίνδυνα κοντά σε μέλη του καστ μέσα στο νερό, σε αυτήν ακριβώς την ίδια περιοχή γυρισμάτων. Επιπλέον, είχαμε αναφέρει στην Παραγωγή ότι οι τοπικοί οδηγοί δεν οδηγούσαν σωστά και ότι δεν είχαμε καμία απολύτως ασφάλεια ακόμη και κατά τις μετακινήσεις μας.

14. Δεδομένης της συνεχούς παρουσίας της Παραγωγής σε αυτή την τοποθεσία επί μήνες γυρισμάτων, πιστεύω ότι η Παραγωγή γνώριζε, ή μέσω της άσκησης της δέουσας επιμέλειας όφειλε να γνωρίζει, την έντονη και επικίνδυνη κίνηση σκαφών στην περιοχή αυτή και τον κίνδυνο που αυτή αποτελούσε για τα μέλη του καστ που ψάρευαν και καταδύονταν εκεί.

15. Με βάση τις προσωπικές μου παρατηρήσεις κατά τη διάρκεια μηνών γυρισμάτων σε αυτή την τοποθεσία και την άμεση εμπειρία μου την ημέρα του περιστατικού, πιστεύω ότι η Παραγωγή γνώριζε την έντονη και επικίνδυνη κίνηση σκαφών στην περιοχή γυρισμάτων, γνώριζε ή όφειλε να γνωρίζει το προηγούμενο περιστατικό παρ' ολίγον σύγκρουσης, και απέτυχε να παράσχει στα μέλη του καστ, συμπεριλαμβανομένου του Σταύρου, ένα

Docusign Envelope ID: 652CAB8F-E90F-84B7-81B9-43FBF46B85F1

ασφαλές μέρος για ψάρεμα και κατάδυση, επαρκή προστατευτικό εξοπλισμό, ή επαρκή προειδοποίηση για την πλησιάζουσα κίνηση σκαφών.

16. Πριν γίνω διαγωνιζόμενος/η στο show, είχα παρακολουθήσει προηγούμενες εκδοχές του Survivor Greece. Σε πολλές προηγούμενες σεζόν του show, οι διαγωνιζόμενοι μπορούσαν να κερδίσουν ως έπαθλο στο show ένα ταξίδι στο Μαϊάμι, της Φλόριντα, Η.Π.Α., όπου οι διαγωνιζόμενοι γυρίζονταν στο Μαϊάμι της Φλόριντα κάνοντας ένα πολυτελές ταξίδι στο Μαϊάμι, όπως επισκέψεις σε γνωστά εστιατόρια, ορόσημα της πόλης, και βόλτες με σκάφος. Αποφάσισα να συμμετάσχω στο show Survivor εν μέρει βασιζόμενος/η στην επιθυμία μου να κερδίσω το ταξιδιωτικό έπαθλο στο Μαϊάμι της Φλόριντα.

I declare under penalty of perjury under the laws of the United States and State of Florida that the foregoing is true and correct to the best of my knowledge.

Executed on this ____ day of _____, 2026 in Greece. 8/13/2026

Signed by:
Ioannis Revis
219872A0027C404...

Ioannis Revis

Sidesk

Santo Domingo, Dominican Republic
July 29th, 2026

Messrs
LIPCON, MARGULIES & WINKLEMAN, P.A.
2800 Ponce de Leon Blvd.,
Suite 1480
Coral Gables, FL 33134

Subject: Report - Water Accidents Involving Vessels and People in Bayahibe, Palmilla and Bayahibe-Saona Island, Dominican Republic (2016–2026).

Dear Messrs:

This report compiles publicly reported incidents involving vessels and swimmers in the Bayahibe, Palmilla, and Bayahibe–Saona Island excursion corridor between 2016 and 2026, drawing on Dominican press coverage.

The information presented reflects facts, figures, and procedural details as reported in the cited news sources at the time of publication, and has not yet been independently corroborated through official judicial or administrative records. Accordingly, the existence, status, and outcome of any criminal, civil, or administrative proceedings referenced herein, including case numbers, charges, detentions, or rulings, remain pending verification with the competent Dominican courts and authorities .

Boat collisions with swimmers			
Victim Name	**Key Facts**	**News Links**	**Judicial Process**
Juan Carlos Miguel (deceased, argentinian, 81) **Marta Roolian (injured)** **María Ester Muova (injured)**	**June 21, 2023**. Two tourist vessels bound for Saona Island — the catamaran "D'Sander" (reg. BT-D294-4857SPM) and the launch "Pelican-1" (reg. BP-p13-447), operated by Palmera Turística Saona — collided in the afternoon in the Dominicus sector of Bayahibe (San Rafael del Yuma, La Altagracia); per unofficial reports, one struck the other from	Diario Libre (Jun. 21) Diario Libre (Jun. 22, overview) El Nacional Diario Libre (speed limits)	Per press: the Navy determined that neither captain held the required port-departure permit (despacho) to sail to Saona Island, and both were handed over, under

	behind and one capsized. Juan Carlos Miguel (81), an Argentine tourist staying at a hotel in La Romana, died. Several people were injured (the 9-1-1 system referred to some 15 people affected, while the Navy referenced seven injured), among them María de los Ángeles (cranial trauma), Marta Roolian (various traumas) and María Ester Muova (thoracic trauma). The injured were taken to Clínica Canela I and Centro Médico Central Romana. Captains: Víctor Ramón de la Cruz and Rafael Antonio Burgos. Press coverage framed the crash within a series of at least five tourist-boat accidents reported in Bayahibe since the previous year, noting unenforced buoy markers (Feb. 2021) and Navy Resolution CP-001-2021 (Apr. 7, 2021) capping speed at 12 knots in the internal navigation channel.		certification, to DICRIM agents in Bayahibe. No public record of subsequent charges, coercion measures or conviction found (as of Jul. 2026).
Luisa Nicollete Muro Arbieto (deceased, peruvian, 15)	**February 2, 2023**. While bathing at "Los Muchos" beach on Saona Island, she was struck by the speedboat "Anabel III" on the Bayahibe–Saona route, captained by Francis Matos Samboy (Dominican, 29,	Diario Libre El Caribe	Yes/In process Case file number: 187-1-2023-EPEN-00175.

	resident of Calle Juan Brito, Bayahibe). She suffered traumatic amputations (right upper and lower limbs) and traumatic section of the left thigh and died. She was staying with her mother, Rosario del Carmen Arbieto, at Hotel Cadaques Dominicus, Bayahibe.		Waiting for a copy of the file.
Sarydee Hernández López (deceased, american, 55)	**January 2, 2023**. While bathing at Playa Palmilla (Casa de Campo area, jurisdiction of San Rafael del Yuma), she was struck by the propellers of the 40-foot launch "Marsea", owned by CIA AFC Group Corp (represented by Alejandro Farach Cruz). A boy of about two years and three months (initials J.Y.W.), aboard with his nanny while his parents swam nearby, put the boat in reverse and the victim was pulled into the propellers. Cause of death: hypovolemic shock, open abdominal trauma and polytrauma; she arrived dead at the Casa de Campo pier. She was staying at Villa Las Cañas, Casa de Campo, and per one witness account was the vessel's owner. The captain, Ariel Taveras (Dominican, 50), stated the	El Nuevo Diario Diario Libre (captain's account)	Per press: the captain was interrogated on Jan. 3, 2023; the Public Ministry (prosecutor Adivi Cedano Santana) requested pretrial detention, but on Jan. 4, 2023 Judge Francis Y. Reyes Diloné (Oficina Judicial de Servicios de Atención Permanente, Judicial District of La Altagracia) ordered his unconditional release ("libertad pura y simple"), after the investigation concluded that

	launch had been left parked with the key in the switch, as is customary on that type of vessel ("protocol"). **Imputado: Ariel Taveras**		the minor had manipulated the vessel.
Ana Catalina Mora Badilla (deceased, Costa Rican, 30)	**January 21, 2017**. Around 11:00 a.m., while at a natural pool during a sea excursion, she moved about 20 meters away and was run over by a speedboat, dying from the impact. She was a bank employee staying at a Bávaro hotel since January 19; her body was sent to INACIF. Neither the vessel nor the operator was identified in the press. The captain (never publicly named) was arrested and sent before the duty prosecutor of Higüey. No record of the case in the judicial system. It could be because of the date (2017).	Diario Libre Punta Cana-Bavaro	TBD
Other types of accidents			
No confirmed injuries (unidentified passengers)	**July 27, 2026.** A tourist boat caught fire this Monday off the coast of Bayahíbe while carrying approximately 30 passengers, who were rescued by emergency services and taken to medical facilities for treatment.	El Nuevo Diario	
No confirmed injuries	**April 27, 2025 (date disputed).**	El Nuevo Diario;	

(unidentified passengers)	A catamaran collided with another tourist-laden vessel off Saona Island; no official casualty report or identified operators. Reliability caveat: the Vice Minister of Coastal and Marine Resources later debunked a viral "catamaran accident" video, stating it corresponded to a 2023 incident — casting doubt on the date and even the independent existence of this event. Included with that reservation.	Las Calientes del Sur; Resumen Turismo	
Víctor Alfonso Abad Marte (Dominican, 23)	**October 13, 2022**. Drowned while compressor-diving fishing near Saona Island after departing from the fishing vessel "La Suerte" (not a tourist tour). The compressor reportedly malfunctioned, leaving him without oxygen. No legal consequences reported.	El Nuevo Diario Mdigital	
Argentina Payano (Dominican)	**April 24, 2022**. An excursion boat (Police reported 33 aboard; Navy, 30) capsized close to the Bayahibe shore en route to Saona Island. She died of asphyxia by submersion; two people injured. The boat, registration BT-C101-3881SD, belonged to the Bayahibe Tourist Excursions Association (Asplaba) and was	Diario Libre Listin Diario El Nacional Hoy	

	captained by Luis Yeraldy Roca Pérez, who was detained at a Navy post. Environment Ministry announced follow-up before judicial authorities. Source contradiction: Police said she drowned at sea; Navy said she died of "unclarified causes" on land. No conviction found.		
Danny Danyer de Paula (Dominican, 25, deceased); injured: **Jovanny Pérez Lufón** and **Casimiro Jack**	**April 19–23, 2022.** The vessel "Mulata" (white, owned by excursion company Sky Tours), carrying food/supplies on the Bayahibe–Saona route, caught fire after an explosion (variously reported in the mobile kitchen area or at the helm after striking a rock). Three men were burned; occupants jumped into the sea. No tourists aboard. De Paula (captain/crew) died of his burns on April 23; the injured were treated at Centro Médico Central Romana and Hospital Ney Arias Lora burn unit. Navy investigated the explosion; no charges reported. Note: not to be confused with the Asplaba boat that capsized on April 24 (see above), as they are two separate vessels and events days apart, sometimes conflated by media.	Diario Libre Listin Diario Noticias SIN El Caribe	

Should you need any further information, please do not hesitate to contact us.

Best regards,



Nicole M. Portes
Attorney.

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

CASE NO.: _____

STAVROS FLOROS,

Plaintiff,

v.

ACUN MEDYA S.A.,

ACUN MEDYA GLOBAL S.A.,

ACUN LLC,

ACUN ILICALI, and

NEWS DOT COM ANONYME
RADIO-TELEVISION & COMMERCIAL
COMPANY FOR THE PROVISION OF
INFORMATION & NEWS *d/b/a/ Skai TV*,

Defendants.
_____/

PLAINTIFF, STAVROS FLOROS'S, FIRST SET OF INTERROGATORIES, REQUESTS FOR PRODUCTION, AND REQUESTS FOR ADMISSION TO ALL DEFENDANTS, AND NOTICE OF TAKING DEPOSITION DUCES TECUM OF DEFENDANTS' CORPORATE REPRESENTATIVE(S)

Plaintiff, STAVROS FLOROS, pursuant to Rules 1.280, 1.310(b)(6), 1.340, 1.350, and 1.370 of the Florida Rules of Civil Procedure, hereby serves the following combined discovery on Defendants, ACUN MEDYA S.A., ACUN MEDYA GLOBAL S.A., ACUN LLC, ACUN ILICALI, and NEWS DOT COM ANONYME RADIO-TELEVISION & COMMERCIAL COMPANY FOR THE PROVISION OF INFORMATION & NEWS d/b/a Skai TV (collectively, "Defendants"), and each of them individually, to be answered separately, in writing and under oath (as applicable) within the time provided by the Florida Rules of Civil Procedure.

This discovery is organized as follows for the convenience of the Court and the parties, with each Section beginning on a new page:

Definitions and General Instructions ..... Page 2
Section I: Interrogatories..... Page 4
Section II: Requests for Production..... Page 8
Section III: Requests for Admission..... Page 13
Section IV: Notice of Taking Deposition Duces Tecum of
Defendants' Corporate Representative(s) ..... Page 16
Certificate of Service ..... Page 19

DEFINITIONS AND GENERAL INSTRUCTIONS

The following Definitions and Instructions apply to, and are incorporated into, each Section of this combined discovery, including the Interrogatories, Requests for Production, Requests for Admission, and the Notice of Taking Deposition Duces Tecum set forth below.

A. Definitions

a. "You," "Your," or "Defendant" means the Defendant to whom this discovery is directed/served, and includes that Defendant's predecessors, successors, parents, subsidiaries, affiliates, officers, directors, members, managers, employees, agents, representatives, attorneys, accountants, and any other person or entity acting or purporting to act on that Defendant's behalf.

b. "ACUN MEDYA" means, collectively, ACUN MEDYA S.A. and ACUN MEDYA GLOBAL S.A., and each of them individually.

c. "SKAI TV" means Defendant News Dot Com Anonyme Radio-Television & Commercial Company for the Provision of Information & News d/b/a Skai TV.

d. "Production" means the production, filming, financing, staffing, operation, and/or broadcast of Survivor Greece, and, where relevant, Survivor Turkey and/or Exatlón.

e. "Florida Property" means the real property located at 250 S. Coconut Lane, Miami Beach, Florida 33139.

f. "Incident" means the May 11, 2026 occurrence in which Plaintiff was struck by the propellers of a vessel while spearfishing near Palmilla Island, Bayahibe, Dominican Republic, as described in Plaintiff's Complaint.

g. "Production Vessels" means any vessel owned, chartered, operated, and/or controlled by any Defendant and used in furtherance of the Production, including for transport of cast/crew, filming, challenges, or safety/logistical support.

h. "Document" or "Documents" is used in the broadest sense permitted under Fla. R. Civ. P. 1.350(a) and includes, without limitation, all writings, drawings, graphs, charts, photographs, video and audio recordings, and other data or data compilations, including electronically stored information ("ESI"), stored in any medium, and all metadata associated therewith.

i. "Communication" means any transmission of information, whether oral, written, or electronic, including but not limited to emails, text messages, WhatsApp or other messaging application communications, letters, memoranda, and social media messages.

j. "Identify," when used with respect to a natural person, means to state that person's full name, last known home and business address, telephone number, and job title/relationship to any Defendant. When used with respect to an entity, "identify" means to state the entity's full legal name, form of organization, jurisdiction of organization, and principal place of business.

k. "Relating to," "relate to," "concerning," or "regarding" means directly or indirectly evidencing, referring to, describing, discussing, constituting, containing, embodying, reflecting, mentioning, or in any way pertaining to, in whole or in part, the subject matter referenced.

l. "Alter Ego Allegations" means the allegations set forth in Paragraph 19 and elsewhere in Plaintiff's Complaint that ACUN LLC is the alter ego, instrumentality, and/or agent of ACUN MEDYA S.A. and/or ACUN ILICALI.

m. The singular includes the plural and the plural includes the singular; the terms "and" and "or" shall be construed either conjunctively or disjunctively, whichever construction yields the broader scope of information; and the present tense includes the past tense and vice versa.

B. General Instructions

1. Unless otherwise specified, the relevant time period for this discovery is January 1, 2006 to the present, given the allegations concerning ACUN ILICALI's Florida presence and business activity dating to 2006, the filming of Survivor Turkey and Survivor Greece in Florida from 2013 through 2023, and the ongoing nature of Defendants' alleged Florida contacts.

2. This discovery is directed to, and must be answered separately and individually by, each Defendant. Service of a single combined document is a matter of drafting convenience only and does not consolidate or waive any Defendant's individual obligation to respond.

3. These discovery requests are continuing in nature. If, after serving Your response, You obtain or become aware of further responsive information or documents, You are required to supplement Your response in accordance with Fla. R. Civ. P. 1.280(e).

4. If You object to any portion of a request, You must nevertheless respond to the remainder to the extent no objection is asserted, and must state with specificity the grounds for the objection asserted.

5. If You withhold any document or information on the basis of privilege or work-product protection, You must provide a privilege log identifying, at minimum, the date, author,

recipients, general subject matter, and the specific privilege or protection claimed, in accordance with Fla. R. Civ. P. 1.280(b)(6).

6. Documents produced in response to the Requests for Production below shall be produced as they are kept in the ordinary course of business or shall be organized and labeled to correspond to the categories in the request, and all ESI shall be produced with associated metadata intact.

7. Plaintiff separately propounds jurisdictional discovery and merits discovery in the same document for efficiency. Nothing herein waives, and Plaintiff expressly reserves, any right to seek a phased or bifurcated approach to discovery, or to seek leave of Court for additional interrogatories beyond the thirty (30) permitted under Fla. R. Civ. P. 1.340(a) without stipulation or leave of Court, to the extent this Section I is deemed to exceed that limit as to any individual Defendant.

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

CASE NO.: _____

STAVROS FLOROS,

Plaintiff,

v.

ACUN MEDYA S.A.,

ACUN MEDYA GLOBAL S.A.,

ACUN LLC,

ACUN ILICALI, and

NEWS DOT COM ANONYME
RADIO-TELEVISION & COMMERCIAL
COMPANY FOR THE PROVISION OF
INFORMATION & NEWS *d/b/a/ Skai TV*,

Defendants.
_____/

SECTION I — PLAINTIFF'S FIRST SET OF INTERROGATORIES TO ALL DEFENDANTS

Pursuant to Fla. R. Civ. P. 1.340, Plaintiff requests that each Defendant answer the following Interrogatories separately, in writing, and under oath, within the time provided by the Florida Rules of Civil Procedure.

Part A — Jurisdictional Interrogatories

1. State Your state or country of incorporation, organization, or formation, and Your principal place of business, including all street addresses used at any time since 2006.

2. Identify all officers, directors, managers, and/or registered agents of ACUN LLC from its formation to the present, including the dates each such person held that position.

3. Describe in detail Your ownership interest, if any, in ACUN LLC, including the percentage owned, the source of funds used to acquire the Florida Property, and the manner in which title to the Florida Property is held.

4. State whether any funds of ACUN MEDYA S.A., ACUN MEDYA GLOBAL S.A., or ACUN ILICALI's personal funds have ever been deposited into, transferred to, or withdrawn from any bank or financial account held in the name of ACUN LLC, and if so, describe each such transaction, including date, amount, and purpose.

5. Describe all uses of the Florida Property since its acquisition, including without limitation any use in connection with Survivor Greece, Survivor Turkey, or any other production affiliated with ACUN MEDYA, and identify the dates and purpose of each such use.

6. Identify each occasion on which ACUN ILICALI was physically present in the State of Florida from January 1, 2018 to the present, state the purpose of each such visit, and state whether any decision concerning Survivor Greece contestant safety was made during any such visit.

7. Describe the contractual and/or business relationship between ACUN MEDYA S.A. and/or ACUN MEDYA GLOBAL S.A., on the one hand, and Telemundo Network Group, LLC and/or NBCUniversal, on the other, including the date(s), duration, and subject matter of any agreement(s), and state whether any such agreement(s) concern Exatlón, Survivor Greece, and/or any other production.

8. Identify all contracts, agreements, or licenses between ACUN MEDYA (or any Defendant) and any Florida-based entity from January 1, 2013 to the present.

9. State whether ACUN MEDYA holds or has held any trademark, copyright, or other intellectual property registration with the United States Patent and Trademark Office and/or United States Copyright Office, and identify each such registration, including registration number and date.

10. Identify and quantify, by year, all revenue received by any Defendant that is attributable, in whole or in part, to business conducted in or directed at the State of Florida, including from the production of Survivor Greece, Survivor Turkey and/or Exatlon, from January 1, 2013 to the present, including licensing fees, advertising revenue, and/or broadcast fees.

11. Identify all persons involved in the decision to select and/or direct Plaintiff's medical evacuation to Miami-Dade County, Florida following the Incident, and describe the basis for that decision.

12. Identify all Florida-based hospitals, physicians, and/or medical providers with whom any Defendant contracted, communicated, or coordinated regarding Plaintiff's medical care, and describe the nature of each such contract or communication.

13. State whether any Defendant authorized, funded, or paid for any portion of Plaintiff's medical treatment while Plaintiff was located in Florida, and if so, identify the amount(s), date(s), payor, and payee for each such payment.

14. Describe the corporate structure and relationship between ACUN MEDYA S.A. and ACUN MEDYA GLOBAL S.A., including ownership percentages, any common officers or directors, and any agreements between them.

15. Identify all Survivor Greece and/or Survivor Turkey contestants who received a Miami, Florida reward trip, and the season(s)/year(s) in which such reward was filmed and/or broadcast.

16. Describe SKAI TV's role, if any, in the financing, production, broadcast, and/or distribution of Survivor Greece, and identify any agreement between SKAI TV and any other Defendant relating thereto.

17. State whether SKAI TV directed, authorized, and/or participated in any settlement communication with, or offer of compensation to, Plaintiff while Plaintiff was located in Florida, and identify all persons involved and describe the substance of such communication(s).

18. Identify each registered agent of ACUN LLC and ACUNN LLC from the date of formation to the present, and describe that person's relationship, if any, to ACUN ILICALI.

19. Describe all Florida real property, other than the Florida Property, owned, leased, or otherwise used by any Defendant or by ACUN ILICALI personally since January 1, 2006.

20. Identify all persons with knowledge of the corporate formalities (or lack thereof) observed by ACUN LLC, and state whether ACUN LLC maintains books, minutes, officer/member meetings, and tax filings separate from those of ACUN MEDYA S.A. and/or ACUN ILICALI personally.

Part B — Merits Interrogatories

21. Identify each Production Vessel, including its name, flag/registration, owner of record, and operator, and state whether any such vessel was used on May 11, 2026.

22. Identify all persons employed or retained by the Production with responsibility for contestant safety, including any dive safety officer or similar position, and describe their duties.

23. Describe all safety measures, equipment, and/or protocols in place for contestants engaged in spearfishing activity as part of the Production, and describe any changes made to such measures between 2018 and May 11, 2026.

24. Identify all prior incidents, near-misses, or complaints involving vessel traffic and Production cast members in the Bayahibe/Palmilla Island filming area from January 1, 2013 through May 11, 2026, including the date, description, and identity of persons involved in each.

25. Describe in detail all facts and circumstances of the May 11, 2026 Incident known to You, including the identity of the vessel that struck Plaintiff and its owner/operator, and all persons present in the water or aboard any vessel at the time.

26. Identify all persons with knowledge of the Incident, including Emmanouil Malliaros, and summarize the substance of each such person's expected testimony.

27. Describe all steps taken by the Production following the Incident with respect to preservation of evidence, including the speargun used by Plaintiff and unedited production footage of the filming area and vessel traffic, and identify the current location and custodian of each.

28. Identify all persons who traveled to the Dominican Republic on behalf of any Defendant following the Incident, the date(s) of travel, and the purpose of the travel.

29. Describe the basis for any decision to curtail, delay, or condition authorization of Plaintiff's medical care following Plaintiff's retention of counsel and/or assertion of claims against Defendants.

30. Describe the circumstances surrounding the document presented to Emmanouil Malliaros for his signature after the Incident, including who prepared it, who presented it to him, and its purpose.

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

CASE NO.: _____

STAVROS FLOROS,

Plaintiff,

v.

ACUN MEDYA S.A.,

ACUN MEDYA GLOBAL S.A.,

ACUN LLC,

ACUN ILICALI, and

NEWS DOT COM ANONYME
RADIO-TELEVISION & COMMERCIAL
COMPANY FOR THE PROVISION OF
INFORMATION & NEWS *d/b/a/ Skai TV*,

Defendants.
_____/

SECTION II — PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION TO ALL DEFENDANTS

Pursuant to Fla. R. Civ. P. 1.350, Plaintiff requests that each Defendant produce the following documents and things for inspection and copying within the time provided by the Florida Rules of Civil Procedure, at the offices of Plaintiff's counsel or such other location as the parties may agree.

Part A — Jurisdictional Requests for Production

1. All documents evidencing Your state or country of incorporation, organization, or formation.

2. All documents evidencing the ownership, corporate structure, and/or organizational chart of ACUN MEDYA S.A., ACUN MEDYA GLOBAL S.A., and ACUN LLC, including ACUN ILICALI's ownership interest in each.

3. All documents relating to the acquisition, ownership, financing, and/or use of the Florida Property, including deeds, mortgages, closing statements, and wire transfer records.

4. All bank statements, financial records, or accounting records reflecting any transfer of funds between ACUN LLC and any other Defendant, or between ACUN LLC and ACUN ILICALI personally, from 2006 to the present.

5. All corporate formation documents, articles of organization, operating agreements, and annual reports for ACUN LLC and ACUNN LLC filed with the Florida Secretary of State.

6. All documents identifying the registered agent(s) of ACUN LLC and ACUNN LLC from formation to the present.

7. All calendars, itineraries, travel records, or similar documents reflecting ACUN ILICALI's travel to, and presence within, the State of Florida from 2018 to the present.

8. All contracts and agreements between ACUN MEDYA S.A. and/or ACUN MEDYA GLOBAL S.A., on the one hand, and Telemundo Network Group, LLC and/or NBCUniversal, on the other, including any broadcasting, licensing, or participant agreement referenced in Villalobos v. Telemundo Network Group, LLC, No. 22 Civ. 7665 (JPC) (S.D.N.Y.).

9. All documents evidencing revenue received by any Defendant attributable to business conducted in or directed at Florida, including invoices, royalty statements, and licensing-fee statements, from 2013 to the present.

10. All documents evidencing the United States Patent and Trademark Office registration for "EXATLON" (Reg. No. 5619588), including the application, any assignment, and any licensing records.

11. All documents relating to the medical evacuation of Plaintiff from the Dominican Republic to Miami-Dade County, Florida, including authorization records, invoices, and related communications.

12. All contracts, invoices, communications, or payment records between any Defendant and Jackson Memorial Hospital, the Ryder Trauma Center, and/or any other Florida medical provider concerning Plaintiff's treatment.

13. All communications between any Defendant (or its agents) and Plaintiff, Plaintiff's family, and/or Plaintiff's counsel concerning the authorization, curtailment, delay, and/or funding of Plaintiff's medical care.

14. All promotional materials, advertisements, press releases, and/or social media posts referencing the filming of Survivor Greece or Survivor Turkey in Miami, Florida from 2013 to the present.

15. All broadcast episodes, raw footage, and/or graphics depicting Miami, Florida locations used in Survivor Greece or Survivor Turkey, including the "Miami" graphics referenced in Plaintiff's Complaint.

16. All documents concerning ACUN ILICALI's ownership, use, and/or operation of any boat or vessel docked at, or associated with, the Florida Property.

17. All documents evidencing any agreement, joint venture, and/or partnership between any of ACUN MEDYA S.A., ACUN MEDYA GLOBAL S.A., ACUN LLC, ACUN ILICALI, and/or SKAI TV concerning the production, financing, or broadcast of Survivor Greece.

18. All corporate minutes, resolutions, and/or communications reflecting any decision made by ACUN ILICALI while physically present in Florida concerning contestant safety for Survivor Greece.

19. All documents concerning ACUN ILICALI's hospital visit to Plaintiff in Miami-Dade County, Florida, including calendar entries, travel records, and communications concerning the purpose of the visit.

20. All Florida tax returns, business tax receipts, and/or occupational licenses filed or held by ACUN LLC and/or ACUN ILICALI.

21. All documents reflecting the solicitation or recruitment of Florida-resident contestants for Survivor Greece, Survivor Turkey, and/or Exatlón.

22. All organizational charts or other documents identifying the relationship between SKAI TV and ACUN MEDYA S.A./ACUN MEDYA GLOBAL S.A.

23. All documents reflecting settlement communications or offers of compensation directed to Plaintiff while Plaintiff was located in Florida.

24. All insurance policies applicable to the Production, including any policy naming or referencing a Florida address, insured, or location of operations.

25. All documents evidencing any prior lawsuit, claim, or regulatory proceeding against any Defendant involving conduct in, or connected to, the State of Florida.

Part B — Merits Requests for Production

26. All contracts between the Production and any vessel owner or operator relating to Production Vessels used in the filming of Survivor Greece.

27. All safety manuals, protocols, policies, and/or guidelines applicable to contestants engaging in spearfishing or open-water activity during the Production.

28. All incident reports, near-miss reports, and/or complaints concerning vessel traffic in the Bayahibe/Palmilla Island filming area from 2013 through May 11, 2026.

29. All documents concerning the incident referenced in the Nicole Portes, Esq. Report regarding the February 2, 2023 death of Luisa Nicollete Muro Arbieto.

30. All documents, video footage, and photographs depicting the May 11, 2026 Incident, including any unedited production footage of the filming area and vessel traffic.

31. All documents concerning the speargun used by Plaintiff on May 11, 2026, including its chain of custody following the Incident.

32. All documents concerning the document presented to Emmanouil Malliaros for his signature following the Incident, and all communications concerning that document.

33. All employment contracts, participant agreements, and/or similar agreements between Plaintiff and any Defendant.

34. All documents concerning the Production's confiscation of contestants' phones and other communication devices.

35. All emergency medical response plans and/or evacuation protocols applicable to the Production.

36. All documents concerning Plaintiff's medical condition, treatment, and/or prognosis in the possession of any Defendant.

37. All documents concerning maintenance and/or cure payments made to or on behalf of Plaintiff, including the dates and amounts of all such payments, and any documents concerning the curtailment, delay, or termination of such payments.

38. All internal communications between or among Defendants concerning Plaintiff's Incident, injuries, and/or claims from May 11, 2026 to the present.

39. All documents concerning the provision of cocaine, marijuana, and/or any other controlled substance to cast members following the Incident.

40. All documents concerning the on-air representation that Plaintiff would receive the Survivor Greece prize, and all documents concerning payment (or non-payment) of that prize.

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

CASE NO.: _____

STAVROS FLOROS,

Plaintiff,

v.

ACUN MEDYA S.A.,

ACUN MEDYA GLOBAL S.A.,

ACUN LLC,

ACUN ILICALI, and

NEWS DOT COM ANONYME
RADIO-TELEVISION & COMMERCIAL
COMPANY FOR THE PROVISION OF
INFORMATION & NEWS *d/b/a/ Skai TV*,

Defendants.
_____/

SECTION III — PLAINTIFF'S FIRST REQUESTS FOR ADMISSION TO ALL DEFENDANTS

Pursuant to Fla. R. Civ. P. 1.370, Plaintiff requests that each Defendant admit or deny the truth of the following statements, separately and under oath, within the time provided by the Florida Rules of Civil Procedure. Any matter not denied, objected to, or the subject of a sworn written qualification within the time provided shall be deemed admitted.

Part A — Jurisdictional Requests for Admission

1. Admit that ACUN LLC is a limited liability company organized under the laws of the State of Florida.

2. Admit that ACUN LLC owns the real property located at 250 S. Coconut Lane, Miami Beach, Florida 33139.

3. Admit that ACUN ILICALI is the beneficial owner of ACUN LLC.

4. Admit that ACUN ILICALI has used the Florida Property for purposes related to ACUN MEDYA's business, including the production of Survivor Greece.

5. Admit that Survivor Greece was filmed, in whole or in part, in Miami, Florida in 2018, 2021, 2022, and 2023.

6. Admit that Survivor Turkey was filmed, in whole or in part, in Miami, Florida in 2013, 2016, 2017, and 2018.

7. Admit that ACUN MEDYA S.A. has a contractual relationship with Telemundo Network Group, LLC.

8. Admit that Telemundo Network Group, LLC is headquartered in Miami-Dade County, Florida.

9. Admit that ACUN MEDYA holds United States Patent and Trademark Office Registration No. 5619588 for "EXATLON."

10. Admit that ACUN ILICALI was physically present in the State of Florida on one or more occasions when a decision concerning Survivor Greece contestant safety was made.

11. Admit that ACUN ILICALI visited Plaintiff at a hospital in Miami-Dade County, Florida following the Incident.

12. Admit that Plaintiff received medical treatment at the Ryder Trauma Center at Jackson Memorial Hospital in Miami-Dade County, Florida.

13. Admit that Plaintiff was hospitalized in Miami-Dade County, Florida for approximately sixty-one (61) days following the Incident.

14. Admit that one or more Defendants authorized, arranged, and/or funded Plaintiff's medical evacuation to Miami-Dade County, Florida.

15. Admit that one or more Defendants contracted or coordinated with a Florida-based hospital or medical provider concerning Plaintiff's care.

16. Admit that ACUN LLC's registered agent is located in Miami-Dade County, Florida.

17. Admit that ACUN ILICALI has maintained a personal presence in Florida, including through registration of a Florida business entity, since at least 2006.

18. Admit that ACUN MEDYA S.A. and ACUN MEDYA GLOBAL S.A. share one or more common officers or directors.

19. Admit that ACUN MEDYA GLOBAL S.A. is used by ACUN MEDYA S.A. to enter into contracts with United States-based companies, including Telemundo.

20. Admit that SKAI TV participated as a joint venturer and/or partner in the production and/or broadcast of Survivor Greece.

21. Admit that SKAI TV authorized and/or participated in settlement communications directed to Plaintiff while Plaintiff was located in Florida.

22. Admit that ACUN LLC has no employees of its own.

23. Admit that the Florida Property is ACUN LLC's sole material asset.

24. Admit that ACUN ILICALI has not maintained a separation between his personal affairs and those of ACUN LLC.

25. Admit that no Defendant has objected to personal jurisdiction in Florida in any prior litigation arising out of the Telemundo/Exatlón relationship.

Part B — Merits Requests for Admission

26. Admit that Survivor Greece required contestants to spearfish in open water as part of the show's format.

27. Admit that Defendants did not establish a marked, roped-off, or otherwise protected safe zone for contestants engaged in spearfishing.

28. Admit that the only warning device provided to contestants while spearfishing was an inflatable dive marker standing approximately two to three feet above the water's surface.

29. Admit that no safety vessel, escort vessel, or spotter boat was present at the time of the May 11, 2026 Incident.

30. Admit that a contestant's dive flag was struck by a passing boat in the weeks before the May 11, 2026 Incident.

31. Admit that Plaintiff was a cast member and contestant on Survivor Greece at the time of the Incident.

32. Admit that Plaintiff's left leg was amputated as a result of the May 11, 2026 Incident.

33. Admit that Plaintiff's left leg was never recovered from the water.

34. Admit that the vessel that struck Plaintiff did not immediately stop after striking him.

35. Admit that the Production confiscated Plaintiff's phone upon his joining the cast of Survivor Greece.

36. Admit that Defendants have not paid Plaintiff all maintenance and cure owed since May 11, 2026.

37. Admit that one or more Defendants indicated that funding of Plaintiff's medical care would cease or be curtailed upon Plaintiff's retention of legal counsel.

38. Admit that the speargun used by Plaintiff on May 11, 2026 has not been produced to Plaintiff.

39. Admit that the unedited production footage of the filming area and vessel traffic on May 11, 2026 has not been produced to Plaintiff.

40. Admit that a document was presented to Emmanouil Malliaros for his signature falsely stating that the Survivor competition had concluded before Plaintiff's Incident.

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

CASE NO.: _____

STAVROS FLOROS,

Plaintiff,

v.

ACUN MEDYA S.A.,

ACUN MEDYA GLOBAL S.A.,

ACUN LLC,

ACUN ILICALI, and

NEWS DOT COM ANONYME
RADIO-TELEVISION & COMMERCIAL
COMPANY FOR THE PROVISION OF
INFORMATION & NEWS *d/b/a/ Skai TV*,

Defendants.
_____/

SECTION IV — NOTICE OF TAKING DEPOSITION DUCES TECUM OF DEFENDANTS' CORPORATE REPRESENTATIVE(S)

PLEASE TAKE NOTICE that, pursuant to Fla. R. Civ. P. 1.310(b)(6) and 1.350, Plaintiff, STAVROS FLOROS, will take the deposition duces tecum of the corporate representative(s) of each Defendant — ACUN MEDYA S.A., ACUN MEDYA GLOBAL S.A., ACUN LLC, and NEWS DOT COM ANONYME RADIO-TELEVISION & COMMERCIAL COMPANY FOR THE PROVISION OF INFORMATION & NEWS d/b/a Skai TV — upon oral examination at a date, time, and location to be mutually agreed upon by counsel, or as otherwise noticed, before a court reporter and/or other officer authorized by law to administer oaths, and to be recorded stenographically and/or by video.

Each Defendant is required to designate one or more officers, directors, managing agents, or other persons who consent to testify on its behalf, and to set forth, for each person so designated, the

matters on which that person will testify, as to each of the Areas of Inquiry identified below. Fla. R. Civ. P. 1.310(b)(6).

Each designated corporate representative is further requested to bring to the deposition, and produce at that time, the documents identified in Section II, Part A (Jurisdictional Requests for Production) above to the extent not already produced, together with any additional documents identified below.

The depositions will be held at the undersigned's law office on October 29, 2026, starting at 9 a.m. EST.

Areas of Inquiry — Jurisdictional Matters

1. The corporate formation, ownership, and organizational structure of ACUN MEDYA S.A., ACUN MEDYA GLOBAL S.A., and ACUN LLC, and each entity's relationship to ACUN ILICALI.

2. The acquisition, financing, ownership, management, and use of the Florida Property, including all uses connected to any ACUN MEDYA production.

3. The corporate formalities (or absence thereof) observed by ACUN LLC, including its bank accounts, tax filings, member/manager meetings, and any commingling of funds with ACUN MEDYA S.A. and/or ACUN ILICALI personally.

4. ACUN ILICALI's travel to, and physical presence within, the State of Florida from 2006 to the present, and the business purposes of such presence.

5. The nature, history, and scope of the business relationship between ACUN MEDYA and Telemundo Network Group, LLC/NBCUniversal, including as to the Exatlón franchise.

6. The United States Patent and Trademark Office registration for "EXATLON" (Reg. No. 5619588) and its use, licensing, and commercial exploitation in the United States.

7. Revenue derived from Florida-based or Florida-directed business activity by any Defendant, including licensing fees, advertising revenue, and broadcast fees.

8. The corporate relationship between ACUN MEDYA S.A. and ACUN MEDYA GLOBAL S.A., including shared officers/directors and the purpose and use of ACUN MEDYA GLOBAL S.A. to contract with U.S.-based entities.

9. SKAI TV's role and relationship with ACUN MEDYA and ACUN ILICALI in the financing, production, and broadcast of Survivor Greece, including any joint venture or partnership.

10. The circumstances of Plaintiff's medical evacuation to, and treatment within, Miami-Dade County, Florida, including any Defendant's role in authorizing, arranging, or funding same.

11. Communications, contracts, and/or coordination between any Defendant and any Florida-based medical provider concerning Plaintiff's care.

12. ACUN ILICALI's hospital visit to Plaintiff in Florida, including its purpose and any other business conducted by ACUN ILICALI in Florida during that visit.

13. The filming, promotion, and broadcast of Survivor Greece and Survivor Turkey in Miami, Florida, including the "Miami" contestant reward trips depicted on the broadcasts.

14. Any solicitation or recruitment of Florida-resident contestants for Survivor Greece, Survivor Turkey, and/or Exatlón.

15. Settlement communications and/or offers of compensation directed to Plaintiff while Plaintiff was located in Florida, and the identity of all persons who authorized or participated in such communications.

Areas of Inquiry — Merits Matters

16. The identification, ownership, and operation of the Production Vessels.

17. The safety measures, protocols, and equipment provided (or not provided) to contestants for spearfishing and other open-water activity.

18. All prior incidents, near-misses, and complaints concerning vessel traffic in the Bayahibe/Palmilla Island filming area.

19. The facts and circumstances of the May 11, 2026 Incident, including the identity and conduct of the vessel that struck Plaintiff.

20. Post-Incident conduct, including the preservation or loss of evidence (including the speargun and unedited production footage), communications with cast members, and the document presented to Emmanouil Malliaros.

21. The Production's confiscation of contestants' phones and communication devices, and any related supervision or safety measures.

22. Maintenance and cure payments made, delayed, curtailed, and/or denied to Plaintiff, and the basis for any delay, curtailment, or denial.

23. The Production's emergency medical response and evacuation planning and protocols.

24. The division of labor, financing, control, and profit-sharing among Defendants in connection with the Production, including any partnership, joint venture, or concerted conduct alleged in Plaintiff's Complaint.

25. Insurance coverage applicable to the Production and to the claims asserted in this action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via the Florida Courts E-Filing Portal on all counsel of record on this September 3, 2026 and same will be served upon each Defendant along with the Complaint and summons.

Respectfully submitted,

LIPCON, MARGULIES & WINKLEMAN, P.A.
2800 Ponce de Leon Blvd., Suite 1480
Coral Gables, FL 33134
Telephone: (305) 373-3016
Facsimile: (305) 373-6204

By: ***/s/ Luis Alexander Perez***
JASON R. MARGULIES — Florida Bar No. 57916 — jmargulies@lipcon.com
MICHAEL A. WINKLEMAN — Florida Bar No. 36719 — mwinkleman@lipcon.com
LUIS ALEXANDER PEREZ — Florida Bar No. 125452 — aperez@lipcon.com
Attorneys for Plaintiff, Stavros Floros