



**GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: OF 2024

BETWEEN:

REMONE O’NEIL ASSERUPE

Plaintiff

-AND-

THE EAST END GROUP LTD t/a EAST END LABOUR SUPPLY

Defendant

WRIT OF SUMMONS

TO: The East End Group Ltd t/a East End Labour Supply
7 Welcome Way
East End
Grand Cayman
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within fourteen (14) days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, 61 Edward Street, George Town, Grand Cayman, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 31st day of January 2024

NOTE: This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issued unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Services are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff, Remone O’Neil Asserupe, who resides at 27 Grackle Road, George Town, Grand Cayman, Cayman Islands, was at all material times employed by the Defendant as a carpenter.
2. The Defendant, The East End Group Ltd t/a East End Labour Supply of 7 Welcome Way, East End, Grand Cayman, Cayman Islands operates as a general contractor and provides labour supply services; and was at all material times the employer of the Plaintiff.
3. The Plaintiff at all material times was engaged in work at the Grand Hyatt Construction Site situated at 430 West Bay Road, George Town, Grand Cayman, Cayman Islands (the “Worksite”).

The Incident

4. On 30 May 2023, at approximately 9:25am, the Plaintiff was instructed to work near the rear of the Worksite close to the concrete and metal wall panels weighing approximately 50 pounds each. The foundation to the rear of the Worksite is sand and the panels were placed in the sandy area.
5. While the Plaintiff was engaged in work, someone negligently unfastened the security bolts to the panels causing about six (6) panels to fall over and land on top of the Plaintiff. He fell to the ground and sustained serious injuries to his right leg, neck, shoulder, lungs, lower back, and feet.
6. The incident was caused by the negligence of the Defendant, their servants, employees, or agents acting in the course of their employment, and by the Defendant’s breaches of its statutory duties under the Labour (Occupational Safety and Health) (Construction Industry) Regulations, 2008.
7. As a result of the foregoing, the Plaintiff has suffered personal injury, pain and suffering, losses and damages.

PARTICULARS OF NEGLIGENCE

8. The Defendant was negligent and is guilty of breaching its statutory duties by:
 - a) Failing to provide a safe place of work;
 - b) Failing to set up and implement a safe system of work for the Plaintiff;
 - c) Failing to ensure the health, safety and welfare of the Plaintiff at work;
 - d) Failing to take any or adequate care for the safety of the Plaintiff;
 - e) Failing to take any or any reasonable care to ensure that the Plaintiff would be reasonably safe in using the work premises;
 - f) Exposed the Plaintiff to a risk of injury of which they know or ought to have known;
 - g) Failing to make and keep the Plaintiff’s place of work safe for him;
 - h) Failing in all the circumstances to take reasonable care for the safety of the Plaintiff; and

- i) Exposed the Plaintiff to an unnecessary risk of injury.
9. By reason of the Defendants' negligence and breach of duty the Plaintiff has suffered serious injuries, losses and extensive damages.

PARTICULARS OF INJURIES TO THE PLAINTIFF

10. The Plaintiff, Remone O'Neil Asserupe, whose date of birth is 21 September 1989 was 34 years old at the date of the incident. This was a major incident and immediately afterward, the Plaintiff was treated by ambulance personell and attended the emergency departmentr of George Town Hospital for further treatment.
11. The Plaintiff has suffered the following injuries arising from the incident which includes but is not limited to:
- a. Right shoulder anterior dislocation;
 - b. Right-sided aelectasis and contusion to hemothorax;
 - c. Internal bleeding;
 - d. Neck and lower back pain;
 - e. Pain in right leg and feet; and
 - f. Insomnia.
12. The Plaintiff continues to suffer from the above injuries and is impacted by them on a daily basis. Full particulars of the Plaintiff's injuries and the impact of them upon him will be provided prior to trial.

PARTICULARS OF SPECIAL DAMAGE

13. At the time of the incident, the Plaintiff was employed as a carpenter and has been unable to work since the incident. He has therefore suffered a past and future loss of income and earning capacity.
14. The Plaintiff has suffered loss and incurred expenses as a result of the incident which are ongoing. Full particulars of special damage will be supplied at a later date by way of a schedule of loss, including but not limited to claims for loss of income, medical treatment, gratuitous care, interest and costs. Full particulars of the Plaintiff's special damages and losses, which are continuing, will be provided prior to trial.
15. The Plaintiff claims pre and post judgment interest pursuant to section 34 of the *Judicature Act (2021 Revision)* in accordance with the *Judgment Debts (Rates of Interest) Rules* (as amended).

AND THE PLAINTIFF CLAIMS:

- A. General damages;
- B. Special damages;
- C. Pre-judgment interest on damages pursuant to the *Judicature Act* (2021 Revision);
- D. Post-judgment interest on damages pursuant to the *Judicature Act* (2021 Revision); and
- E. Costs.

Dated this 31st day of January 2024

A handwritten signature in blue ink, appearing to read "Broadhurst", is written over a horizontal line.

BROADHURST LLC
Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim was issued by Broadhurst LLC, Attorneys-at-law for the Plaintiff, whose address for service is 4th Floor, Monaco Towers, 54 Edward Street, P.O. Box 2503, Grand Cayman, KY1-1104, Cayman Islands.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is endorsed on the Writ (i.e. the words “Statement of Claim” appear on the top of page 2). The defence must be served within fourteen (14) days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not endorsed on the Writ, the defence need not be served until fourteen (14) days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant’s goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for fourteen (14) days after his Acknowledgement, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (14) days for acknowledging service, a Writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words “sued as (*the name stated on the Writ of Summons*)”.
4. Where the Defendant is a FIRM and an Attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description “Partner in the firm of (.....)” after its name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description “trading as (.....)” after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: OF 2024

BETWEEN:

REMONE O'NEIL ASSERUPE

Plaintiff

-AND-

THE EAST END GROUP LTD t/a EAST END LABOUR SUPPLY

Defendant

ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

Yes [] No []

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)

Yes [] No []

Service of the Writ is acknowledged accordingly

(Signed) _____
[Attorney] for
[Defendant in Person]
Address for service:

Please see overleaf....

Notes on address for service

Attorney: where the Defendant is represented by an Attorney, state the Attorney’s place of business in the Cayman Islands. A Defendant may not act by a foreign Attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, “residence” means its registered or principal office.

Endorsement by Plaintiff’s Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

BROADHURST LLC
ATTORNEYS-AT-LAW
4th FLOOR MONACO TOWERS
54 EDWARD STREET
GEORGE TOWN
P.O. BOX 2503
GRAND CAYMAN
KY1-1104

Endorsement by Defendant’s Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.