



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

CAUSE NO: OF 2024

BETWEEN:

REMONE O’NEIL ASSERUPE

Plaintiff

-AND-

PAGEANT BEACH HOTEL LTD

Defendant

WRIT OF SUMMONS

TO: Pageant Beach Hotel Ltd
CO Services Cayman Limited
PO Box 10008
Willow House, Cricket Square
Grand Cayman KY1-1001

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 25th day of July 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 East End Group Ltd., trading as East End Labour Supply, to provide carpentry services at a local construction worksite.
2. The Defendant, Pageant Beach Hotel Ltd c/o CO Services Cayman Limited of 7 Willow House, Cricket Square, Grand Cayman, Cayman Islands ("Pageant Beach") is a company incorporated in the Cayman Islands for the purpose of developing, managing and overseeing the development of the Grand Hyatt Grand Cayman Hotel and Residences.
3. The Defendant, Pageant Beach, was the developer and main contractor for the construction site of the Grand Hyatt Grand Cayman Hotel and Residences located at 430 West Bay Road, George Town, Grand Cayman, Cayman Islands (the "Worksite").
4. The Plaintiff at all material times was engaged in work at the Worksite and the said place of work was one to which the Labour (Occupational Safety & Health) (Construction Industry) Regulations, 2008 (the "Regulations") applied and to which the provisions of Part VIII of the Labour Law (2011 Revision) (the "Labour Law") applied. The Plaintiff contends that the Defendant was carrying on construction at the said location within the meaning of the aforesaid Regulations.

The Incident

5. On 30 May 2023, at approximately 9:25 am, the Plaintiff, while acting in the course of his employment, was instructed to work near the rear of the Worksite, close to concrete and metal wall panels which weighed approximately 50 pounds each. The foundation to the rear of the Worksite was made of sand and the panels were placed in the sandy area.
6. While the Plaintiff was engaged in work, someone negligently unfastened the security bolts to the panels causing approximately 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.
7. The incident was caused or contributed to by the negligence of the Defendant, its 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 and the provisions of Part VIII of the Labour Law (2011 Revision).
8. As a result of the foregoing, the Plaintiff has suffered personal injury, pain and suffering, losses and damages.

PARTICULARS OF NEGLIGENCE

9. 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 make suitable and sufficient assessment of the risk to the safety of the Plaintiff while at work;
 - f) Failing to develop a coherent overall prevention policy which covers organization for work, working conditions, and other factors relating to the working environment;
 - g) Failing to undertake a suitable and sufficient assessment of the risk of such work contrary to 6 and 8 of the Regulations and/or negligently conducting a safety or hazard assessment for the Worksite or to heed the results of any such assessment;
 - h) Failed to ensure that the Worksite was free from predictable hazards likely to cause serious physical harm to its workers;
 - i) Failing to take any or any reasonable care to ensure that the Plaintiff would be reasonably safe in using the Worksite;
 - j) Exposing the Plaintiff to a risk of injury of which it knew or ought to have known;
 - k) Negligently exposing the Plaintiff to danger or foreseeable risk of injury;
 - l) Failing to make and keep the Plaintiff's place of work safe for him;
 - m) Failing to provide the Plaintiff with information as to the risks to his health and safety and the preventative and protective measures to be taken;
 - n) Failing in all the circumstances to take reasonable care for the safety of the Plaintiff; and
 - o) Exposing the Plaintiff to an unnecessary risk of injury.
10. The Plaintiff will further rely upon the facts as evidence of negligence by way of *res ipsa loquitur* on the part of the Defendant or its servants or agents.
11. By reason of the Defendant's negligence and breach of duty the Plaintiff has suffered serious injuries, losses and extensive damages.

PARTICULARS OF INJURIES TO THE PLAINTIFF

12. The Plaintiff, whose date of birth is 21 September 1989, was 34 years old at the date of the incident. The Plaintiff was immediately taken by ambulance to the emergency department of George Town Hospital for further treatment.
13. The Plaintiff suffered the following injuries arising from the incident which include 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.

14. The Plaintiff continues to suffer from the above injuries daily. Full particulars of the Plaintiff's injuries and the impact of them upon him will be provided prior to trial.

PARTICULARS OF SPECIAL DAMAGE

15. At the time of the incident, the Plaintiff was employed as a carpenter. He has been unable to work since the incident and has suffered a past and future loss of income and earning capacity.

16. 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, out-of-pocket expenses, interest and costs. Full particulars of the Plaintiff's special damages and losses, which are continuing, will be provided prior to trial.

17. The Plaintiff claims pre and post judgment interest on special damages from the date of loss pursuant to section 34 of the *Judicature Act (2021 Revision)* and in accordance with the *Judgment Debts (Rates of Interest) Rules* (as amended).

18. The Plaintiff claims pre and post judgment interest on general damages from the notice of the claim pursuant to section 34 of the *Judicature Act (2021 Revision)* and 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 25th day of July 2024



BROADHURST LLC
Attorneys-at-Law for the Plaintiff

**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-

PAGEANT BEACH HOTEL LTD

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.