



COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2024

JERMAINE FRANCIS

PLAINTIFF

AND

MORRITT PROPERTIES CAYMAN LTD.

RESPONDENT

WRIT OF SUMMONS

TO: Morritt Properties Cayman Ltd.
C/o Suntera (Cayman) Ltd.
P.O Box 1586, KY1-1110
Suite 3204, Unit 2A, Block D, Gardenai Ct.
49 Market Street, Camana Bay (Registered Office)

AND AS A NOTICED PARTY TO: RoyalStar Assurance
P.O. Box 10052
Grand Cayman KY1-1001
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 14 days after the service of the Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, 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 judgement may be entered against you forthwith without further notice.

Issued this ___ **day** of _____ 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 issue renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff was employed by the Respondent as a Houseman under contract of employment dated the 28th of February 2022 and was at all material times engaged with providing housekeeping duties at properties owned and/or operated by the Respondent located at 2289 Queens Highway, East End, Grand Cayman, Cayman Islands.
2. The Respondent is a body corporate that owns and/or manages and/or operates Morritt's Tortuga Club and Morritt's Grand Resort located at 2289 Queens Highway, East End, Grand Cayman, Cayman Islands.
3. On or about the 7th of August 2023 whilst in lawful execution of his duties as a Houseman the Plaintiff was assigned to remove garbage and linen from 14 buildings. This task was originally planned as a four-man job but only the Plaintiff and one other co-worker reported for duty. Notwithstanding being short staffed the task was equally divided between the two and scheduled to be completed before 4p.m. in the afternoon. Whilst carrying out his duty the Plaintiff felt dizzy due to being exhausted and held on to the wooden framed guard rail for support. The guard rail subsequently gave way and caused the Plaintiff to fall from the second floor of the building.
4. The Plaintiff was subsequently taken to the Emergency Department of the Health City Cayman Islands on the same day for treatment.
5. The accident was caused or contributed to by the negligence of the Respondent and/or Breach of Statutory duty by the Respondent and/or breach of express or implied terms of employment and/or by the Respondent employees and/or servants of the Respondent acting in the course of their employment. Further, the Respondent is vicariously liable for the actions and omissions of their employees in that they were within the field of activities entrusted to them by the Respondent, and there was sufficient connection between their position and their wrongful conduct to make it right that the Respondent be held liable.

PARTICULARS OF NEGLIGENCE AND/OR BREACH OF CONTRACT

- a. Failing to ensure so far as reasonably practicable the health, safety and welfare of their employees, Mr. Jermaine Francis in particular;
- b. Failing to take all reasonable care in carrying out its operations, so as not cause Mr. Jermaine Francis to be injured and/or not subject him to reasonably foreseeable risk of injury;
- c. Failing to assess, adequately or at all, the health and safety risks posed to Mr. Jermaine Francis, while carrying out his duties during his course of employment;
- d. Failing to provide a competent staff of employees to supervise, operate or manage including to provide directions on the safe discharge of duties including in relation to sufficient number of employees to discharge

- assignment and reasonable time to do so such that employees particularly Mr. Jermaine Francis was not placed at risk of injury;
- e. Exposing the Plaintiff to foreseeable risk of injury;
 - f. Failing to heed or choosing to ignore the risk of injury;
 - g. Failed to take reasonable care to ensure that the building was reasonably safe for the employees to carry out their duties;
 - h. Failed to hire a competent member of staff to supervise, maintain or highlight concerns regarding the soundness of the construction and/or maintenance of the building(s) which forms part of the workplace;
 - i. Failed to or properly perform hazard or risk assessment and take steps to mitigate any risk found including the safety of the buildings forming part of the workplace;
 - j. Failed to ensure that the place of employment is free from predictable hazards that are likely to cause death or serious physical harm to workers and the public;
 - k. The Respondent, Respondent's employees, servant and/or agents failed to take reasonable care for the health and safety of others that may have been affected by their actions or omissions, particularly Mr Jermaine Francis;
 - l. Failed to ensure that a suitable and safe place of work and/or system of work and/or competent co-workers or supervisors was in place; and
 - m. Causing or permitting the Plaintiff to be exposed to danger in the place of work and to dangerous system of work and/or co-workers.

BREACH OF STATUTORY DUTY BY THE RESPONDENT

- n. Pursuant to section 58 of the Labour Act (Revision 2021) failing to ensure so far as is reasonably practicable the health, safety and welfare at work of that person's employees;
 - o. Pursuant to section 60(d) of the Labour Act (Revision 2021) failed to ensure that that any and all buildings comprised in the workplace and all parts thereof are of sound construction and properly maintained;
 - p. Failing to consider or sufficiently consider the welfare of the Plaintiff including workload, rest periods to prevent exhaustion including access/provision of adequate drinking water pursuant to Section 61(a) of the Labour Act (2021) Revision;
6. The Plaintiff will rely on the doctrine of res ipsa loquitur.
 7. As a result of the aforesaid the Plaintiff has suffered pain and injury and sustained loss and damage.

PARTICULARS OF PERSONAL INJURY

- a. Dizziness due to possible syncope(dehydration);
- b. Mild thickening of inferior glenohumeral ligament (adhesive capsulitis);
- c. Mild right shoulder joint effusion with small fluid filled subcoracoid bursa.
- d. Right Shoulder Rotary Cuff injury
- e. Right Shoulder Pain
- f. Mild lumbar lordosis
- g. lower back pain

- h. L5-S1 mild disc narrowing
- i. Cervical pain
- j. Right Elbow pain
- k. Pain in the heel with tenderness over the lateral side of plantar surface.
- l. Erectile Dysfunction

The Plaintiff who was born on the 6th of December 1986 and was aged 37 (thirty-seven) years old was treated initially at the Health City Cayman Islands on the 7th of August 2023. He had returned to Health City Cayman Islands on the 14th, 21st and 28th of August 2023 for follow-up visits.

TAKE NOTICE that the Plaintiff's medical treatment is ongoing, and he reserves the right to update this head as further and better particular become available.

PARTICULARS OF SPECIAL DAMAGE

- 8. The Plaintiff has suffered losses and incurred expenses because of the accident.
- 9. The Special damages claimed by Plaintiff will be supplied by way of schedule of loss including but not limited to past and future claims for costs of medical treatments, loss of earnings, travel and gratuitous care.

STATEMENT AS TO INTEREST

- 10. The Plaintiff claims interest upon such damages and amount found due pursuant to section 34 of the Judicature Law [2021 Revision] or otherwise at such rate as this Honourable Court deems fit.

AND THE PLAINTIFF CLAIMS:

- A. General Damages;**
- B. Special Damages**
- C. Loss of Earnings;**
- D. Interest in accordance with the Judicature Law [2021 Revision];**
- E. Costs; and**
- F. Such further or other relief that this Honourable Court deems fit.**

Clayton Phuran

CP ATTORNEYS
Attorneys-at-Law for the Plaintiff

This **WRIT AND STATEMENT OF CLAIM** is filed by **CP Attorneys**, Attorneys-at-Law for and on behalf of the **Plaintiff**, whose address for service is Unit 118, Elizabethan Square, 80 Shedden Road, George Town, P.O. Box 561, Grand Cayman KY1-1602, Cayman Islands, W: www.cplegal.ky | E: clayton@cplegal.ky | T: 345-623-8088.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
OF WRIT OF SUMMONS

1. The accompanying form of acknowledgment 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, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment 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 indorsed on the Writ (i.e. the words "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 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 judgement 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 14 days after his Acknowledgment, 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 instalments or otherwise.

**See over for notes for guidance
Please complete overleaf**

Notes for Guidance

1. Each Defendant (if there is more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 28 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 his 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 (.....)” 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 step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL 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.

THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2023

BETWEEN:

JERMAINE THOMPSON

PLAINTIFF

AND

LG CONTRACTING LIMITED

DEFENDANT

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 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
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- 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
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Service of this Writ is acknowledged accordingly

(Signed) _____
Defendant/Attorney for the Defendant
Please complete 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 the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiffs Attorney (or by Plaintiffs if suing in person) of his name, address and reference, if any, in the box below.

CP Attorneys
228 Elizabethan Square
80 Shedden Road
George Town
P.O Box 561
Grand Cayman KY1-1602
Cayman Islands

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