



**GRAND COURT OF THE CAYMAN ISLANDS
IN**

CAUSE NO: OF 2026

ELIAS GEOVANY AMAYA

PLAINTIFF

AND:

**1. THE EAST END GROUP LIMITED
T/A EAST END LABOR SUPPLY**

2. FRED MCLAUGHLIN

DEFENDANTS

WRIT OF SUMMONS

TO: **The East End Group Limited t/a East End Labor Supply** with registered address being 7 Welcome Way, Seaview Road, General Delivery East End Post Office, Grand Cayman KY1-1801 and **Fred McLaughlin c/o The East End Group Limited t/a East End Labor Supply** with registered address being 7 Welcome Way, Seaview Road, General Delivery East End Post Office, Grand Cayman KY1-1801

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of 81 Simion Crescent, P.O. Box 3210, West Bay, Grand Cayman, KY1-1103 in respect of the claim set out on the next page.

Within 14 days after service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, 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 any intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

DATED THIS 12th day of FEBRUARY 2026

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 that date of original issuance unless renewed by order of the Court.

IMPORTANT

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

This WRIT & STATEMENT OF CLAIM was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (Attn: Alexandria Fennell email: afennell@samsonlaw.ky)

STATEMENT OF CLAIM

1. The Plaintiff, at all material times, was employed as a construction worker to the 1st Defendant, The East End Group Limited t/a East End Labor Supply to perform trades and labour on several different projects.
2. The 1st Defendant, at all material times, was an ordinary resident company registered in the Cayman Islands, with its registered address being 7 Welcome Way, Seaview Road, General Delivery East End Post Office, Grand Cayman KY1-1801. The 1st Defendant also had an employment contract with the Plaintiff.
3. The 2nd Defendant, at all material times, had an agreement with the 1st Defendant that it would be the Sub-Contractor in the employment contract between the 1st Defendant and the Plaintiff. The Plaintiff was sub-contracted by the 2nd Defendant, to provide labour and services on a construction site.
4. On or about the 9 January 2024, the Plaintiff, in the course of his employment with the Defendants, was working on the second floor of a construction site located at 89 West Bay Road, Grand Cayman. The Plaintiff was in the process of doing some steel work in a section of the construction site which he was stationed. While working with another colleague and doing the steel tying, another employee of the Defendants had connected a chain hook to a column which connects the ceiling of the second floor to the ground. The ceiling had a section which was made from ply board which was used to pour concrete to make a beam to support the ceiling. The chain hook that was connected to the ceiling was being used to remove the ply board.
5. When the employee tried to remove the ply board from the ceiling beam, with the assistance of the Plaintiff, the chain appeared to be loose from the beam and the play board was slightly disconnected from the wall causing the chain to swing back into the direction of the Plaintiff. The Plaintiff was very close by in the area and due to the chain being swung back – it collided into his right side causing him to sustain severe injuries.
6. The Labour (Occupational Safety and Health) (Construction Industry) Regulations 2008 applied.
7. The accident was caused by the Defendants' breach of statutory duty and the negligence of the Defendants and their servants or agents.

PARTICULARS OF NEGLIGENCE

8. The Defendants were negligent in that:
 - a. Through their servants, failed to ensure that the chain with a crane hook was securely fastened and hoisted to its form;

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- b. Through their servants, failed to ensure that the chain with a crane hook was positioned in such a way that it was safe;
- c. Through their servants, failed to keep a safe and proper look out for other persons in and around the area that was being used to hoist the chain and crane hook;
- d. They failed to ensure that their servants and/or agents carried out their assigned duties in a safe manner;

PARTICULARS OF BREACH OF STATUTORY DUTY

9. The Defendants were negligent in that they:
- a. Failed to ensure that plant and machinery were properly installed and maintained contrary to regulation 8 (c) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations.
 - b. Failed to ensure that there were suitable and safe working systems instituted and followed contrary to regulation 8 (d) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations.
 - c. Failed to inspect the crane hook which attaches to a chain pulley hoist contrary to regulation 30 (2) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations.

The Plaintiff also relies on the doctrine of res ipsa loquitur.

10. By reason of the aforesaid, the Plaintiff has suffered personal injury, loss and damage.

PARTICULARS OF INJURY OF THE PLAINTIFF

11. The Plaintiff, whose date of birth is 17 February 1974, was 49 years old at the date of the accident.
12. The Plaintiff sustained the following injuries:
- a. Pain to neck
 - b. Pain to right shoulder
 - c. Fracture of right shoulder
 - d. Fracture of right rib
 - e. Right ACJ arthritis
 - f. Suprapinatus tendinopathy
 - g. Musculoskeletal pain
 - h. Shoulder instability
 - i. Shoulder subluxation x 2

13. The Plaintiff was taken to the George Town Hospital after the accident. He was assessed in the accident and emergency department. He underwent x-ray imaging of his chest and shoulder. The results showed that he had a fractured right rib and a ligamentous injury of his right shoulder.

14. He has visited the George Town Hospital on several occasions for follow up visits and to get treated with medication for his pain.

15. On 19 March 2024, the Plaintiff was assessed by Dr. Michael Boucher. At this assessment he had the following complaints:

- a. Intermittent pain to the neck. The pain restricts him from sleeping on his right side as it caused significant discomfort.
- b. intermittent frontal headaches which is characterized as a tension pattern, happening twice per week.
- c. Constant right sided circumferential shoulder pain, which eased with wrapping his shoulder with K-tape.
- d. Intermittent left shoulder pain.

16. He was able to attend some physiotherapy sessions at HSA. He was able to receive physical therapy modalities including ultrasound, massage, heat and a TENS machine. He was unable to continue attending these sessions as he was unable to afford the cost for treatment.

17. On 15 April 2024, the Plaintiff was assessed by Orthopaedic doctor, Dr. Andrew Bogle. He assessed the Plaintiff as follows:

- a. Moderate-to-severe glenohumeral arthrosis with joint effusion and synovitis.
- b. Moderate supraspinatus and infraspinatus tendinopathy without full-thickness tear.
- c. Degenerative labral tears with anterior and posterior detachment.
- d. Adhesive capsulitis: Rotator interval synovitis, capsular hypertrophy.
- e. Moderate AC joint arthrosis.
- f. No Hill-Sachs or Bankart lesion identified.

18. On 22 June 2024, he underwent an MRI to his right shoulder. The findings are as follows:

- a. Articular and bursal fraying of rotator cuff (supraspinatus and infraspinatus).
- b. Adhesive capsulitis indicators (synovitis, pericapsular edema).
- c. Advanced glenohumeral and AC joint arthropathy.
- d. Degenerative superior labral tear with anterior and posterior labral detachment.
- e. Reactive joint effusion.

19. On 2 September 2024, the Plaintiff visited Dr. Allan Larsen, Orthopaedic Surgeon where he received pain management injection to his right shoulder. This injection provided temporary relief.

20. On 4 November 2024, the Plaintiff revisited Dr. Larsen, where he received a further pain management injection to his right shoulder. He was referred to another Orthopaedic Consultant, Dr. L. Jarolimek. He visited Dr. Jarolimek on 7 November 2024 and he was advised that he was capable of returning to work. He was also advised that he should continue with his physical rehabilitation.

21. The Plaintiff has been attending physiotherapy sessions at the HSA on 31 October 2024, 7 November 2024. At the time of seeing Dr. Boucher for him to prepare a medical report, the Plaintiff had physiotherapy appointments scheduled at HSA for 14, 21 and 28 November 2024.

22. He was reassessed by Dr. Boucher on 14 November 2024 for a follow-up assessment. He assessed him as follows:

- a. Head & Neck: Revealed no pain in the supraorbital, infraorbital and temporal regions. No pain reported with palpation of the occipital region. Cranial nerve examination was unremarkable.
- b. Cervical Spine: Normal cervical lordosis. Pain with palpation of the trapezii, levator scapulae and rhomboids bilaterally. Pain reported during range of motion testing of cervical spine.
- c. Upper extremities: Neurological examination was normal.
- d. Thoracolumbar Spine: Lordotic curvature was normal. No pain reported with palpation over the paraspinal musculature from L1-S1. No pain reported during range of motion testing of the lumbar spine.
- e. Lower extremities: Neurological examination was normal. No pain reported in examination of left knee. Examination of the right knee revealed no reported pain.

23. Further details of the Plaintiff's injuries are set out in the following medical records:

- a. George Town Hospital medical records – 26 January 2024
- b. George Town Hospital medical records – 24 June 2024
- c. Dr. Michael Boucher Medical Report – 2 April 2025

PARTICULARS OF SPECIAL DAMAGE

24. The special damages claimed by the Plaintiff is set out in the schedule of past and future expenses and losses served with this Writ & Statement of Claim.

STATEMENT AS TO INTEREST

25. The Plaintiff will claim interest pursuant to section 34 of the Judicature Act (2021 Revision) at half the rate as prescribed under the Judgment Debts (Rates of Interest) Rules (as amended) from 10 January 2024 to trial.

AND THE PLAINTIFF CLAIMS:

- a. General Damages;
- b. Special Damages;
- c. Interest in accordance with the Judicature Act (2021 Revision);
- d. Costs; and
- e. Such further or other relief that his Honourable Court deems just.

DATED THIS 12th day of FEBRUARY 2026



Samson Law Associates
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court
AND TO: The Defendants

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION****BETWEEN:****CAUSE NO: OF 2026****ELIAS GEOVANY AMAYA****PLAINTIFF****AND:****1. THE EAST END GROUP LIMITED
T/A EAST END LABOR SUPPLY****2. FRED MCLAUGHLIN****DEFENDANTS****SCHEDULE OF PAST AND FUTURE EXPENSES AND LOSSES****OF PLAINTIFF****GENERAL DAMAGES****CI\$**

1. Pain, suffering and loss of amenity

To be assessed

SPECIAL DAMAGES**MEDICAL EXPENSES**

1. HSA Visit – 15 Jan 2024	\$101.53
2. HSA Visit – 18 Jan 2024	\$97.87
3. HSA Visit – 26 Jan 2024	\$8.00
4. HSA Visit – 26 Jan 2024	\$26.40
5. HSA Visit – 26 Jan 2024	\$127.47
6. HSA Visit – 27 Jan 2024	\$20.00
7. HSA Radiology – 29 Jan 2024	\$129.08
8. HSA Visit – 29 January 2024	\$136.50
9. HSA Visit – 29 Jan 2024	\$237.21
10. HSA Visit – 29 Jan 2024	\$414.19
11. HSA Visit – 29 Jan 2024	\$636.45
12. HSA Visit – 29 Jan 2024	\$252.22
13. HSA Visit – 29 Jan 2024	\$89.64
14. HSA Medical Records	\$15.40
15. Fosters Pharmacy – 17 Jan 2024	\$16.83
16. Fosters Pharmacy – 17 Jan 2024	\$8.61
17. Fosters Pharmacy – 17 Jan 2024	\$8.09
18. HSA Visit – 4 March 2024	\$426.04
19. HSA Visit – 11 March 2024	\$234.86

This WRIT & STATEMENT OF CLAIM was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (Attn: Alexandria Fennell email: afennell@samsonlaw.ky)

20. HSA Visit – 22 March 2024	\$74.01
21. HSA Visit – 15 April 2024	\$101.53
22. HSA Visit – 15 April 2024	\$143.19
23. HSA Visit – 29 April 2024	\$56.87
24. HSA Visit – 3 May 2024	\$74.01
25. HSA Visit – 7 May 2024	\$56.87
26. HSA Visit – 12 June 2024	\$126.82
27. HSA Visit – 11 September 2024	\$101.53
28. HSA Visit – 4 November 2024	\$415.75
29. HSA Visit – 7 November 2024	\$234.86
30. HSA Visit – 16 December 2024	\$74.01
31. HSA Visit – 17 February 2024	\$442.95
32. HSA Physiotherapy – 19 Feb 2024 & 26 Feb 2024	\$136.50
33. Dr. Boucher Medical Report	\$1615.00

LOSS OF EARNINGS

1. Mr. Amaya earns \$15 per hour for each hour worked for an eight-hour shift. He was granted sick leave from 26 Jan 2024 – 6 Feb 2024. He was also granted from 7 Feb 2024 – 3 March 2024 \$3840.00
2. The client was also out of work for 7 months. We would have worked 6 days per week. 8 hour day at \$15 per hour. Resulting in him losing out on 214 days of work at \$28,920.00

AND THE PLAINTIFF CLAIMS:

- a. General Damages;
- b. Special Damages;
- c. Interest in accordance with the Judicature Act (2021 Revision);
- d. Costs; and
- e. Such further or other relief that his Honourable Court deems just.

DATED THIS 12th day of FEBRUARY 2026



Samson Law Associates
Attorneys-at-Law for the Plaintiff

This WRIT & STATEMENT OF CLAIM was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (Attn: Alexandria Fennell email: afennell@samsonlaw.ky)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE 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 495, 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 "Statement of Claim" appear on the top of page 2), the defence must be served within 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 indorsed on the Writ, the defence need not be served until 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 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 are 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 14 days for acknowledging service (or 28 days in the case of a writ served outside the jurisdiction pursuant to an order of the Court), 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 (.....)" 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 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.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION****BETWEEN:****CAUSE NO: OF 2026****ELIAS GEOVANY AMAYA****PLAINTIFF****AND:****1. THE EAST END GROUP LIMITED
T/A EAST END LABOR SUPPLY****2. FRED MCLAUGHLIN****DEFENDANTS****ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give that Attorney 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 the Defendant may have to pay the costs 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 the Defendant 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).....

[The Plaintiff]/ [Attorney for the Plaintiff]

Address for service: Please complete overleaf

This WRIT & STATEMENT OF CLAIM was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (Attn: Alexandria Fennell email: afennell@samsonlaw.ky)

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 communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

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

Samson Law Associates

The White House,
20Genesis Close,
PO Box 2425, Grand Cayman,
KY1-1105, Cayman Islands.

Attn: Alexandria Fennell

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