

G2026-0056

Page 1 of 8

2026-03-10

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



CAUSE NO: OF 2026

SANIQUE LAURIEANN WEST

PLAINTIFF

AND:

CHILDREN AND YOUTH SERVICES FOUNDATION

DEFENDANT

WRIT OF SUMMONS

TO: Children and Youth Services Foundation

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of 113 Hawkins Drive Windsor Park, KY1-1102, Grand Cayman in respect of the claim set out on the next page.

Within 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, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment 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 10 day of March 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 the date of issue unless renewed by order of the Court.

IMPORTANT

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

G2026-0056

2026-03-10

1. The Plaintiff is a resident of the Cayman Islands.
2. At all material times the Plaintiff was employed by the Defendant as a Youth Support Worker.
3. At all material times the Defendant operated residential youth facilities and was responsible for the safety and supervision of residents and staff.
4. On 28 April 2025 the Plaintiff was rostered on duty at the Cottage operated by the Defendant and was acting in the course of her employment.
5. At approximately 3:44 pm during shift handover the Plaintiff was instructed to check the cash in the staff locker which was located in the staff bathroom at the Cottage.
6. The staff bathroom and locker were designated for staff use only.
7. A resident, anonymized here as "ABC" but whose identity is known to the Plaintiff and the Defendant, entered the staff bathroom and refused repeated requests by the Plaintiff and other staff to leave.
8. ABC demanded access to the locker and became verbally aggressive towards the Plaintiff.
9. ABC threatened to strike the Plaintiff in the face if the Plaintiff did not move.
10. Senior staff of the Defendant were present and were accordingly aware that ABC had threatened violence towards the Plaintiff.
11. Despite that threat of violence, ABC was not removed from the confined space or restrained.
12. Staff members left the area to seek further assistance from a second male member of staff, leaving the Plaintiff in the confined space with ABC.
13. Upon staff returning, ABC struck the Plaintiff forcefully in the right eye.
14. The Plaintiff remained an employee of the Defendant at the time of the incident, her resignation specifying a final working day of 30 April 2025.
15. The Plaintiff's injuries (which are set out below) were caused by the negligence and / or breach of duty of the Defendant, its employees or agents acting in the course of their employment and for whom the Defendant is vicariously liable.

Particulars of Negligence

The Defendant, its employees and / or agents were negligent and / or in breach of duty in that they failed, whether sufficiently or at all:

- (a) to provide a safe place of work
- (b) to provide a safe system of work
- (c) to protect staff from foreseeable risks of violence
- (d) to remove or restrain a resident who had threatened violence
- (e) to provide adequate staffing, training and support for the management of residents who were, or who were likely to become, violent
- (f) to provide properly trained crisis intervention staff
- (g) to implement or follow safe crisis management procedures
- (h) to train staff in, and / or to implement, the use of appropriate de-escalation techniques
- (i) further or in the alternative, they allowed a violent resident to remain in a confined staff area.

16. By reason of the matters aforesaid, the Plaintiff (who was born on 1 June 1994) has suffered severe personal injury, loss and damage.

Particulars of Personal Injury

17. Following the assault, the Plaintiff experienced pain to the right eye and face together with swelling and visual disturbance.

18. The Plaintiff attended the Emergency Department of George Town Hospital on 28 April 2025.

19. Clinical examination and CT imaging confirmed a non-displaced fracture of the right nasal bone and soft tissue oedema in the right periorbital region.

20. In view of the eye trauma, the Plaintiff was referred by Dr Howard Richards to the Health Services Authority Ophthalmology Service for specialist assessment.

21. On 29 April 2025 the Plaintiff was assessed by Ophthalmologist, Dr Zahra Bile.

22. Ophthalmic examination identified traumatic mydriasis, traumatic iritis, traumatic cataract and traumatic optic neuropathy affecting the right eye.

23. The Plaintiff was prescribed ophthalmic medication.

24. The Plaintiff thereafter experienced visual disturbance including blurring, glare and light sensitivity in the right eye.

25. Ophthalmic follow up on 7 June 2025 and visual field testing on 13 August 2025 confirmed defects in the right eye consistent with traumatic optic neuropathy.

26. The Plaintiff continues to suffer visual impairment in the right eye including visual field loss, blurring, glare and light sensitivity.
27. The Plaintiff also continues to experience facial pain and headaches.
28. The Plaintiff remains under medical review in relation to her eye and facial injuries.
29. In addition to pain, suffering and loss of amenity, the Plaintiff claims past and future medical treatment, loss of earnings and other consequential losses which will be particularised in due course.

Particulars of Loss and Damage

30. A Schedule giving full details of the special damages and future losses suffered by the Plaintiff as a result of the negligence and / or breach of duty of the Defendant, its employees or agents will be provided in due course.

Statement as to interest

31. Further, the Plaintiff is entitled to and claims interest upon all damages owing to her pursuant to section 34 of the Judicature Act (2021 Revision) at such rate and for such period as the Court shall deem just.

AND THE PLAINTIFF claims:

1. Damages;
2. Interest in accordance with the Judicature Law (2021 Revision);
3. Costs.



KSG
Attorneys for the Plaintiff

**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 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 "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, 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 authorised 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****CAUSE NO: OF 2026****BETWEEN:****SANIQUE LAURIEANN WEST****PLAINTIFF****AND:****CHILDREN AND YOUTH SERVICES FOUNDATION****DEFENDANT****ACKNOWLEDGMENT 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

This Writ and Statement of Claim is issued by KSG Attorneys-at-Law whose address for service is 4th Floor One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.

(Signed).....

Attorney for

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 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.

KSG Attorneys at Law
4th Floor, One Capital Place
136 Shedden Road
PO Box 2255
George Town
Grand Cayman
KY1-1107

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

This Writ and Statement of Claim is issued by KSG Attorneys-at-Law whose address for service is 4th Floor One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.