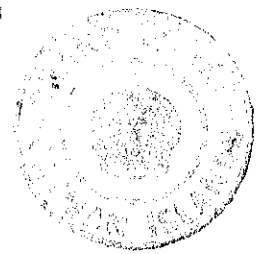


Writ of Summons (O.6, r.1)
IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN



CAUSE NO. ¹⁶⁵ OF 2012

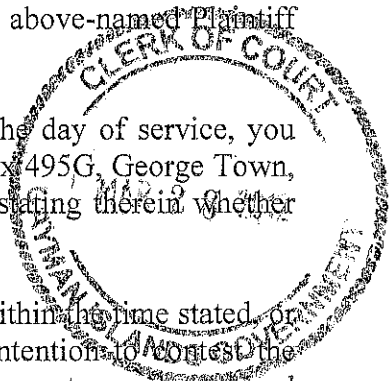
BETWEEN JENNETTE ANSON-POWELL PLAINTIFF
AND: THE RITZ-CARLTON, GRAND CAYMAN DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: THE DEFENDANT: THE RITZ-CARLTON, GRAND CAYMAN, P.O. Box 32348,
Grand Cayman, KY1-1209, 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 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 ²⁸ day of March 2012

NOTE - This Writ may not be served later than 4 calendar 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.

STATEMENT OF CLAIM

1. The Plaintiff was at the material time employed by the Defendant under a contract of employment dated 16 December 2006 to work as a housekeeper.
2. The Defendant operates the Ritz-Carlton Hotel (the "Hotel") which is situated on the West Bay Road in the Cayman Islands. The Defendant requires the services of various staff members including housekeepers which housekeepers clean the rooms and bathrooms which may involve them pushing a cart that is either filled with cleaning equipments and replacement products for each room or bed linen and other such items taken from the bed and bathrooms.
3. It was the duty of the Defendant to take all reasonable care and thus precautions for the health and safety of the Plaintiff whether under the common law and/or under any relevant statute such as the Labour Law (2007 R).
4. In or about August 2008 the Plaintiff was working on the Ocean Side of the Hotel and performing her regular housekeeping duties. She packed a cart and set out to do housekeeping. She exited the lift on the 8th floor and whilst pushing the cart through another door and up a slight elevation and down again to enter the floor on which the rooms were located whilst descending the slight elevation the wheel got stuck. The cart was caused to halt suddenly and whilst the Plaintiff was still holding on to it the cart then overturned. As a result of the cart overturning the plaintiff twisted her wrist. The Plaintiff managed to right the cart. She did not immediately report the incident to Loss Prevention. However, after three days or so and whilst working at the Hotel the Plaintiff felt a pain in her arm and noticed a slight swelling so went to Loss Prevention to report the earlier incident. She was informed that it was too late to report the accident. She went to George Town Hospital to have her wrist checked. She was seen by Dr. Mathew who sent her for an x-ray. When the result came back it recorded and she was informed that she had suffered a strain.
5. On or about 4 April 2009 at about 5.00 pm the Plaintiff was performing her duties for the Defendant as a housekeeper. She was pushing a cart towards the elevator. One of the wheels of the cart became stuck between the floor and the elevator causing the cart to suddenly overturn into the elevator. The Plaintiff tried to stop the cart from overturning but due to the sudden action of the cart halting in the manner in which it did it twisted her wrist. Her wrist became swollen and was painful. The Plaintiff attended Loss Prevention and notified them of the incident. A staff member called Jason applied a cold pack to her wrist. He then called the housekeeping manager, Jenny, to come and take a statement. Jenny then left a message on the Plaintiff's husband's telephone requesting that he attended the Hotel and take the Plaintiff home.
6. On 6 April 2009 the Plaintiff attended her doctor who carried out an examination. An X-ray was carried out. Dr. Robertson gave the Plaintiff a prescription for pain and an appointment to receive physiotherapy along with a sick note for eleven days. The Plaintiff attended the physiotherapist.

7. On 13 April 2009 the Plaintiff was still experiencing pain in her wrist/hand and on attending Dr. Robertson at George Town Hospital was informed that she had a hair line fracture. Another X-ray was requested.
8. On 14 April 2009 the Plaintiff attended her physiotherapist and was told by her that the Plaintiff's doctor, Dr. Robertson, had told her that she had a hair line fracture (Scaphoid Fracture).
9. On 17 April 2009 the Plaintiff attended Dr. Matthew's surgery. On reviewing her file Dr. Matthew requested her wrist to be placed in a casts. The Plaintiff's sick leave was extended.
10. On 21 April 2009 the Plaintiff attended her place of work to deliver the sick note to the House Keeping Department. The director of human resources inquired about the Plaintiff's wrist. After explaining that she had suffered an injury to her wrist due to the cart not working properly and the injury caused by it overturning the director took the Plaintiff to Loss Prevention. The Plaintiff spoke to the Director of Loss Prevention, Edward Sowinski, and explained that she was paying all of the hospital bills. He informed her that she was not responsible for paying those invoices and that payment of the invoices was the responsibility of the employer. He immediately wrote a letter to George Town Hospital to notify them that all future bills were to be sent to the employer. He asked the Plaintiff to deliver the letter to George Town Hospital which she did immediately.
11. The Plaintiff was seen by Dr. Sheka. He informed her that she had fluid around the bone of her wrist and maybe the ligament or muscle was damaged. A cast was put on her wrist and hand and her sick leave was extended. Following an MRI that was carried out on 21 September 2009 the Plaintiff was diagnosed with an "Extensive Chronic Tear of the Radial Collateral Ligament of her left wrist."
12. The Plaintiff's condition was caused by the negligence of the Defendant, its servants and agents.

PARTICULARS OF NEGLIGENCE

- (a) Failed to maintain the work equipment, here the cart, in an efficient state, in efficient working order and in good repair.
- (b) Exposing the Plaintiff to a risk of damage or injury by not maintaining the cart in an efficient state, in efficient working order and in good repair which caused the cart to stop unexpectedly.
- (c) Negligently failed to provide the Claimant with safe equipment and a safe system and place of work.
- (d) Failing to ensure that the cart could enter the lift safely at all times.
- (e) Failing to provide a safe place and/or system of work for the Plaintiff by permitting surfaces to exist or differences in surfaces to exist where the wheels of the various carts could become trapped.

PARTICULARS OF BREACH OF STATURORY DUTY

- a. The Defendant failed to ensure so far as reasonably practicable the health and safety and welfare at work of his employees as per section 58 of the Labour Law (2007 R).
13. The Plaintiff was no longer able to perform her task as a housekeeper and was placed in a room with housekeeping chemicals. The Plaintiff was exposed to the chemicals in the chemical room which caused her to develop a series of allergies that caused her much pain and discomfort.
14. The Plaintiff's condition was caused by the negligence of the Defendant, its servants and agents.

PARTICULARS OF BREACH OF STATURORY DUTY

- a. Placed the Plaintiff in a room with various chemicals which were likely to cause the Plaintiff harm without having made a suitable and sufficient assessment of the risks created and the steps that need to be taken to avoid such risk, contrary to the Labour Law section 59 (d), section 62 (c).
15. By reason of the matters aforesaid, the Plaintiff sustained personal injuries and has suffered loss and damage.

PARTICULARS OF INJURIES

16. The Plaintiff's date of birth is 4 August 1963. The Plaintiff suffered a work-related left wrist injury which resulted in "...tear of the radial collateral ligament, likely chronic in nature, with surrounding edema and extensive scar tissue formation."
17. The Plaintiff was seen by Dr. Ruthlyn Pomares, MB BS, General Practitioner at Premier Medical Care where she was diagnosed idiopathic allergic urticaria which was caused by chemicals that the Plaintiff used at work. It was recommended by Dr. Ruth Pomares that the Plaintiff avoid contact with the chemicals.
18. The Plaintiff was unable to do housekeeping work and although moved to other departments such as an entry level cook she was unable to do this work as it made her allergies worse. Although the Plaintiff tried to obtain other positions at the Hotel she was informed that she was not suitable for those other positions and no other positions were offered to her.
19. On or about 5 October 2011 the Defendant provided the Plaintiff with a draft Deed of Settlement and Release. In it at paragraph B the Defendant has set out that the "...Releasor (the Plaintiff) has developed a series of allergies to chemicals which prevents her from working the housekeeping position. Over the past several months we have assisted the Releasor in the opportunities such as an entry

level cook after which we learned that she suffers from a series of food related allergies as well.”

20. As a result of her various medical conditions caused whilst working with the Defendant the Plaintiff was terminated from her employment with the Defendant on 7 November 2011 which dismissal was unfair and in breach of the Labour Law (2007 R) section 49 as there were other types of work that the Plaintiff could do. The Plaintiff will rely on the medical report of Dr. Ruthlyn Pomares, MB BS dated 4 January 2012 which sets out the nature of the condition and prognosis for the Plaintiff.

PARTICULARS OF SPECIAL DAMAGE FOR HAND INJURY

Date	Description	Costs (CI\$)
	Physiotherapy GTH	385.00
	Travel expenses to Jamaica	953.00
	Medical expenses GTH	8,395.00

PARTICULARS OF SPECIAL DAMAGE FOR ALERGIES

RECEIPTS OF ALLERGIES

<u>Description</u>	<u>Cost</u>
George Town Hospital	CI\$1,098.16
Chrissie Tomlinson Memorial Hospital	CI\$121.80
Kirk Pharmacy	CI\$1,137.47
Dr. Ruthlyn Pomores MBBS	CI\$760.00
Air Fare	CI\$352.00.
Medical in Jamaica	JM\$33,000.00

AND the Plaintiff claims

- (i) Damages
- (ii) Further, pursuant to The Judicature Law (1995 Revision), the Defendant is entitled to and claims interest on such sums as are found to be due at such rate and for such period as the Court shall think fit.
- (iii) Costs



CHAMBERS

THIS WRIT was issued by Clyde H. Allen, CHAMBERS on behalf of the Plaintiff whose address for service is P.O. Box 31076 SMB, 2nd Floor, Suite 9, Jack & Jill Building, 19 Fort Street, KYI-1205, George Town, Grand Cayman, Cayman Islands.

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.

Clyde Allen
CHAMBERS,
Attorneys-At-Law
PO Box 31076SMB
Jack & Jill Bldg, KY1-1205
Grand Cayman
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.