

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 436 OF 2012

BETWEEN:

JOHN MYRICK EBANKS

Plaintiff

-AND-

- (1) THE RITZ-CARLTON HOTEL COMPANY, L.L.C**
- (2) CONDOCO GRAND CAYMAN RESORTS LTD (In Receivership)**
- (3) CESAR HOTELCO (CAYMAN) LTD (In Receivership)**
- (4) CONDOCO PROPERTIES LTD (In Receivership)**
- (5) CESAR PROPERTIES LTD (In Receivership)**

Defendants

WRIT OF SUMMONS

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 495 GT, George Town, Grand Cayman, 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 25th day of October 2012

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.

This Writ of Summons was filed by John Myrick Ebanks whose address for service is 24 Lakeland Villa, Old Crewe Road, P.O. Box 629 WB, Grand Cayman, KY1-1303, Cayman Islands, British West Indies.

General Indorsement

The Plaintiff resides in George Town, Grand Cayman in the Cayman Islands and was born on the 11th of May 1982.

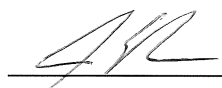
At all material times the Defendants employed the Plaintiff as a Residence Guest Services Attendant.

In the course of his employment by the Defendants, the Plaintiff was required to stand for long periods of time, lift and carry luggage and stoop to lift luggage. On or about 6th of November 2009 the Plaintiff was delivering a letter to a hotel guest, at the direction of the supervising co-worker, slipped and fell on a wet floor at his place of employment, which required admission to hospital that day. As a result of the Accident, the Plaintiff will require surgery and has lost his employment.

The Accident was caused by the Defendants' breach of statutory duty and/or negligence and/or breach of contract.

As a result of the aforesaid, the Plaintiff was injured and has suffered significant loss and damage that is ongoing.

Date this 25th day of October 2012



John Myrick Ebanks

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2012

BETWEEN:

JOHN MYRICK EBANKS

Plaintiff

-AND-

- (1) THE RITZ-CARLTON HOTEL COMPANY, L.L.C**
- (2) CONDOCO GRAND CAYMAN RESORTS LTD (In Receivership)**
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Defendants

STATEMENT OF CLAIM

- 1) The Plaintiff resides in George Town, Grand Cayman in the Cayman Islands and was born on the 11th of May 1982.
- 2) At all material times the Defendants employed the Plaintiff as a Residence Guest Services Attendant
- 3) The Labour Law (2001 Revision) Applied to the Plaintiff's employed by the Defendants.
- 4) In the course of his employment by the Defendants, the Plaintiff was required to:
 - 4.1 stand for long periods of time;
 - 4.2 stoop to polish brass doors;
 - 4.3 lift guest luggage of varying size and weight from surfaces at varying heights;
 - 4.4 carry luggage or personal effects of varying size and weight for varying distances

- 5) On the 6th of November 2009 at approximately 8:00, the Plaintiff was delivering an envelope contain a letter to a guest. During the process he became disorientated and returned to his station where a colleague who was training and supervising him directed and escorted him on this task when he slipped on a wet floor and immediately felt severe pain in his right knee (the "Accident").
- 6) The Accident was caused by the breach of statutory duty and/or negligence and/or breach of contract by the Defendants and/or their servants or agents.

PARTICULARS OF BREACH OF STATUTORY DUTY/ BREACH OF CONTRACT/
NEGLIGENCE

- 6.1. Set the Plaintiff work that they knew or ought to have known was dangerous.
 - 6.2. Failed to provide slip resistant shoes
 - 6.3. Failed to provide a supervisor competent to bring to the Plaintiff attention the unsafe floor conditions
 - 6.4. Failed to take any or any reasonable care to see that the Plaintiff would be Reasonably safe in using the premises
 - 6.5. Exposed the Plaintiff whilst at his place of work to the risk of damage or injury as a result of an unsafe floor of which the defendant knew or ought to have known.
 - 6.6. Failed to take any adequate or effective precautions to ensure that the floor was safe and would not cause injury to the Plaintiff.
 - 6.7. Caused or permitted the floor to become or remain in an unsafe and danergous state
 - 6.8. Failed in its duty to give the Plaintiff any or any sufficient warning of the state and condition of the floor
 - 6.9. Failed in all circumstance failed to take reasonable care for the safety of the Plaintiff.
 - 6.10. Exposed the Plaintiff to unnecessary risk of injury.
 - 6.11. By the reason of the matters identified above the Defendants caused the Plaintiff to adopt an unsafe system of work and/or a unsafe working environment.
 - 6.12. By reason of the matters identified above the Plaintiff breached sections 58 and 62 (c) of the Labour Law (2001 Revision).
7. As a result of the aforesaid, the Plaintiff has suffered significant injury, loss and damage that is ongoing.

PARTICULARS OF INJURY

- 7.1. Soft tissue damage
- 7.2. Extensive tear to the medial meniscus
- 7.3. Muscle atrophy
- 7.4. Chronic pain
- 7.5. Difficulty standing for long periods of time
- 7.6. Joint and muscle pain

PARTICULARS OF SPECIAL DAMAGE

- 7.7. Loss of salary from employment.
 - 7.8. Loss of pension contributions.
 - 7.9. Cost of past and future care.
8. The Plaintiff's losses are ongoing and there is significant risk of further treatment, including surgery, being necessary in the future. Further particulars of the Plaintiff's loss will be provided prior to trial.

AND THE PLAINTIFF CLAIMS:

- A) Damages;
- B) Pre-Judgment interest on damages pursuant to the Judicature Law (2007 Revision)
- C) Post-Judgement interest on damages pursuant to the Judicature Law (2007 Revision)
- D) Costs:
- E) Such other relief as this Honourable Court sees fit.



John Myrick Ebanks

This Statement of Claim was filed by John Myrick Ebanks whose address for service is 24 Lakeland Villas, Old Crewe Road, P.O. Box 629 WB, Grand Cayman, KY1-1303, Grand Cayman, Cayman Islands, British West Indies.

Acknowledgement of service of originating summons (0.10, r.5)

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING SUMMONS**

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.

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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. 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.
4. 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 Originating Summons)".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.

BETWEEN:

JOHN MYRICK EBANKS

PLAINTIFF

AND:

- 1) THE RITZ-CARLTON HOTEL COMPANY, L.L.C
- 2) CONDOCO GRAND CAYMAN RESORTS LTD (In Receivership)
- 3) CESAR HOTELCO (CAYMAN) LTD (In Receivership)
- 4) CONDOCO PROPERTIES LTD (In Receivership)
- 5) CESAR PROPERTIES LTD (In Receivership)

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

(Signed).....

[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 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.

John Ebanks
P.O. Box 429
Grand Cayman

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