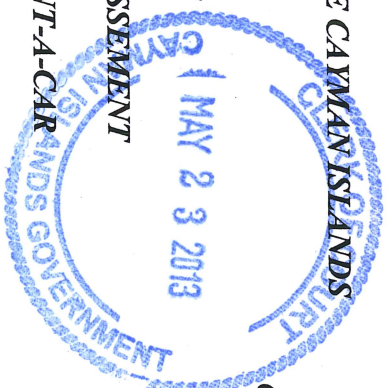


IN THE GRAND COURT OF THE CAYMAN ISLANDS

164

CAUSE NO. OF 2013



BETWEEN JIRI ZITTERBART

PLAINTIFF

AND FREDERICK COUSSEMENT

1st DEFENDANT

AND MARSHALL'S RENT-A-CAR

2nd DEFENDANT

WRIT OF SUMMONS

TO: FREDERICK COUSSEMENT	MARSHALL'S RENT-A-CAR
193 Selkirk Drive	Airport Plaza
George Town	Airport Road, George Town
Grand Cayman	Grand Cayman

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 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 Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or 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 2013

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 Acknowledgement of Service are given with the accompanying form.

ENDORSEMENT

The Plaintiff claims against the Defendants to recover damages for personal injuries in that on or about the 27th day of August 2012 the First Defendant so negligently drove and operated Daihatsu Sirion motor vehicle 99 145 owned by Second Defendant along West Bay Road in George Town, Grand Cayman in the vicinity of the Lone Star Bar & Grill that he caused the same to violently collide with Piaggio Liberty Motor Scooter licensed 132 512owned and being ridden by the Plaintiff and travelling along the said road and thereby occasioned loss and injury to the Plaintiff.

AND THE PLAINTIFF CLAIMS:

1. Damages;
2. Interest pursuant to the Judicature Law;
3. Costs.

Dated this 14th day of May 2013

Murray & Westerborg

Murray & Westerborg
Plaintiff's Attorneys-at-Law

THIS WRIT was issued by Murray & Westerborg, Attorneys-at-Law, for and on behalf of the Plaintiff, whose address for service is that of his said Attorneys-at-Law, Second Floor (South West Wing) Cayman Shipping Centre Building, 10 Shipping Lane, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2013

BETWEEN JIRI ZITTERBART

PLAINTIFF

AND FREDERICK COUSSEMENT

1st DEFENDANT

AND MARSHALL'S RENT-A-CAR

2nd DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff, a resident of West Bay, Grand Cayman, was at the material time employed as a Chef with XQ's Pizza Bar & Grill and was at all material times the owner and operator of Piaggio Liberty Motor Scooter licensed 132 512.
2. The First Defendant was at all material times the driver and operator of Daihatsu Sirion motor vehicle 99 145 owned by Marshall's Rent-A-Car and was a customer of the Second Defendant.
3. The Second Defendant was at all material times a business entity and the owners of the Daihatsu Sirion motor vehicle and with whose authority and consent the First Defendant, as a customer of the Second Defendant, drove the motor vehicle, or alternatively he did so in his own behalf.
4. On or about the 27th day of August 2012 the Plaintiff was the operator of his said Scooter travelling in a northerly direction along West Bay Road, George Town, Grand Cayman when on reaching the vicinity of The Lone Star Bar & Grill on the said West Bay Road, the Defendant travelling in the said direction and along the said Road so negligently drove, managed and controlled the said Daihatsu Sirion motor vehicle and thereby caused or permitted the same to violently collide with the Piaggio Liberty Motor Scooter licensed 132 512 being ridden by the Plaintiff.
5. That the cause of the said accident was the negligent driving by the First Defendant of the Second Defendant's vehicle.

Particulars of Negligence

- (a) Failing to keep any or any proper look-out or to have any or any sufficient regard for other traffic on the said road;
- (b) Failing to have or to keep any or any proper control of the said motor-vehicle;
- (c) Driving or attempting to drive the motor-vehicle across the path of the Defendant;

- (d) Turning or attempting to turn across the said road after stopping thereon, without any prior indication of such an intention and driving across the path of the Plaintiff when it was unsafe and dangerous so to do;
- (e) Failing to stop or wait in the road until the Plaintiff passed him in safety before turning or attempting to turn to his right;
- (f) Failing to see the Plaintiff in sufficient time to avoid crossing or attempting to cross his path or at all;
- (g) Failing to give any or any sufficient or timely warning or signal of his intention to turn right across the path of the Plaintiff;
- (h) Driving too fast in all the circumstances.
- (i) Failing to stop, to slow down, to swerve or in any other way so to manage or control the said motor vehicle so as to avoid the said collision.

6. By reason of the matters aforesaid, the Plaintiff sustained severe injuries and has suffered loss and damage.

Particulars of Injuries

- (a) Severe head/brain concussion;
- (b) Right forehead wound;
- (c) Closed complete left acromio-clavicular joint dislocation/separation Rockwood type IV;
- (d) Closed left acromion fracture;
- (e) Brachial plexus lesion with atrophy deltoid and rotator cuff musculature;
- (f) Supra-infraspinatus;
- (g) Nerve/plexus injury;
- (h) Mild traumatic brain injury with evidence of cognitive, emotional and personality-type changes, frustration, being more easily angered, short-term memory deficit;
- (i) Post-traumatic amnesia;
- (j) Severe nerve injury to the left proximal arm;
- (k) Inability to perform his duties as a Chef;
- (l) Facial lacerations.

Particulars of Special Damages

- i) Medical Costs (Continuing) CI\$13,626.53
- ii) Cost of Medical Records CI\$ 12.65
- iii) Loss of Piaggio Scooter Motorbike CI\$ 6,000.00
- CI\$19,639.18

AND THE PLAINTIFF CLAIMS:

1. General Damages

2. Special Damages
3. Interest pursuant to the Judicature Law
4. Costs.

Dated the 14th day of May 2013

Murray Westberg

Murray & Westberg
Plaintiff's Attorneys-at-Law

Acknowledgment of service of writ of summons (O.12, r.3)

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

CAUSE NO. OF 2013

BETWEEN JIRI ZITTERBART PLAINTIFF
AND FREDERICK COUSSEMENT 1st DEFENDANT
AND MARSHALL'S RENT-A-CAR 2nd DEFENDANT

**ACKNOWLEDGEMENT 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 Delay may result in judgement being
directions and notes for guidance entered against a Defendant whereby he
carefully before completing this form. May have to pay the costs of applying to
If any information required is omitted set it aside.
Or given wrongly, THIS FORM MAY
HAVE TO BE RETURNED.**

1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement entered by the Plaintiff (tick box).

yes

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

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 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 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:

MURRAY & WESTERBORG
Attorneys-at-Law
Second Floor (South West Wing)
Cayman Shipping Centre Building
10 Shipping Lane
George Town
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: