

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 90214
OF 2016

BETWEEN:

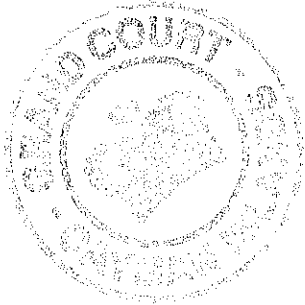
DENNIS HUE

PLAINTIFF

AND:

BY RITE Ltd

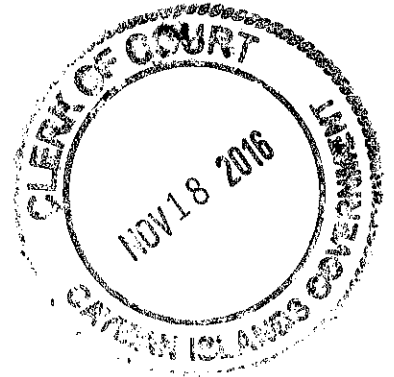
FIRST DEFENDANT



RUBIS CAYMAN ISLANDS LIMITED

SECOND DEFENDANT

WRIT OF SUMMONS



TO: (1) By Rite Ltd,
Eden Centre
Walkers Road
P.O. Box 64
Grand Cayman, KY1-1102
Cayman Islands

(2) Rubis Cayman Islands Limited
430 South Church Street
PO Box 10704
Grand Cayman, KY1-1006

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 Courts Office, PO Box 495GT, George Town, Grand Cayman, and the accompanying Acknowledgment of Service stating whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment of Service within the time stated, or if you return the Acknowledgement of Service 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 18th day of November 2016

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.

PARTICULARS OF CLAIM

1. The Plaintiff is a lawful resident of the Cayman Islands and lives in Grand Cayman. At all material times he was employed by the First Defendant as a Service Station Attendant.
2. The First Defendant is the operator and occupier of the service station (hereinafter referred to as (the "Premises") located at 435 Walkers Road, George Town, Grand Cayman.
3. The Second Defendant is a locally registered commercial enterprise engaged in the distribution of branded fuel and lubricants from the premises. The Second Defendant is an occupier of the premises.
4. On 19th November 2013, a robbery occurred at the Defendants' Premises during the course of which and whilst performing his employment duties, the Plaintiff was unlawfully struck by a missile causing him serious injuries.
5. By this claim, the Plaintiff seeks from the Defendant damages resulting from personal injury, loss of amenity, loss of earnings and consequential loss arising from his injuries.

Particulars of Negligence

- (i) Failed to ensure adequately, or at all, that effective security lighting was installed both within and outside the premises;
- (ii) Failed to ensure that the breaker switch controlling the external lights for the premises was located within the premises thereby limiting access only to employees and others lawfully on the premises;
- (iii) Further or in the alternative, failed to ensure that the breaker switch identified at sub-paragraph (ii) above, was secured by means of a locking device so that access thereto was limited to authorised employees and personnel working at the premises;
- (iv) Failed to ensure that the glass to the doors and windows of the premises was security / protective glass to designed prevent damage by bullets or other missiles;

- (v) Failing to ensure, at all material times, that a security guard was deployed at the premises to minimise the risk of the premises being exposed to armed robberies;
 - (vi) Failing to provide a safe working environment to ensure the security of all employees and personnel working at the premises during operating hours;
6. Further or alternatively, the Plaintiff's claim is that whilst lawfully on the premises, the injuries he sustained were occasioned by the Defendants' breach of their common law duty of care to ensure his safety whilst at the premises.

Particulars of Breach of Common Law Duty of Care as Occupier of the Premises

The Plaintiff repeats the particulars hereinbefore stipulated at paragraphs 5 (i) to 5 (vi) inclusive as particulars of breach by the First and Second Defendants of the Common Law duty of care as occupiers of the premises.

7. Plaintiff's claim is that the injuries sustained were occasioned by the Defendants' breach of duty of care in particular its failure to provide its employees a safe system of work and to provide a safe working environment such that its employees and persons otherwise lawfully on the premises were protected from known, repeated and foreseeable risks of injury.

Particulars of Injury

By reason of the Defendants' negligence the Plaintiff sustained a herniated lumbar disc with debilitating and chronic consequences. Full details of the Plaintiff's current medical condition and prognosis are contained in the Plaintiffs medical reports which are available to the Defendant.

8. The Plaintiff further claims:

- (i) Special damages including medical expenses, particulars of which will be provided upon discovery and which are continuing;
 - (ii) Loss of income as a result of the Plaintiffs inability to re-engage in similar types of employment as a result of his injuries, and;
 - (iii) Cost of future medical expenses and care.
9. Further as a result of the Defendants negligence, the Plaintiff suffered personal injuries and required gratuitous care which was provided to him by his family. Full particulars of his care and associated expenses will be provided on discovery.
10. As a further result of the Defendants negligence, the Plaintiff claims loss of future earnings, past and present earning capacity, handicap on the labour market as well as further medical and other associated expenses, and General and Special damages.
11. The Plaintiff claims interest at the prevailing rate.
12. Further the Plaintiff claims interest upon such damages as may be awarded to him pursuant to the provisions of section 34 of the Judicature Law (2013 Revision).

WHEREFORE THE PLAINTIFF claims:

- (a) General damages (to be assessed)
- (b) Special damages (to be assessed)
- (c) Pre-judgment interest in accordance with the Judicature Law (2013 Revision)
- (d) Post- judgment interest in accordance with the Judicature Law (2013 Revision);
- (e) Further and/or other relief; and

- (f) Costs
- (g). Such further and other relief as this Honourable Court may deem just and equitable.

18th November 2016

Etienne Blake

ETIENNE BLAKE

Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: (1) By Rite Ltd,
Eden Centre
Walkers Road
P.O. Box 64
Grand Cayman, KY1-1102
Cayman Islands

(2) Rubis Cayman Islands Limited
430 South Church Street
PO Box 10704
Grand Cayman, KY1-1006
Cayman Islands

This **WRIT OF SUMMONS** was issued by Etienne Blake, Attorneys-at-Law for the Plaintiff whose address for service is PO Box 24960GT, 3rd Floor, Bayshore Centre, 31 Dr. Warwick Drive, George Town, Grand Cayman, KY1-1104, Cayman Islands Ref: AA/0050

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:

OF 2016

BETWEEN:

DENNIS HUE

PLAINTIFF

AND:

BY RITE Ltd

FIRST DEFENDANT

RUBIS CAYMAN ISLANDS LIMITED

SECOND 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 of Summons is acknowledged accordingly

(Signed) _____
Attorney for

NOTE 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/she must give his post office box number and the physical address of his/her residence or, if he/she does not reside in the Cayman Islands, he/she must give an address in Grand Cayman where communications for him/her 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/her name, address and reference, if any, in the box below.

Anthony Akiwumi/ Vaughan Carter Etienne Blake Attorneys-at-Law
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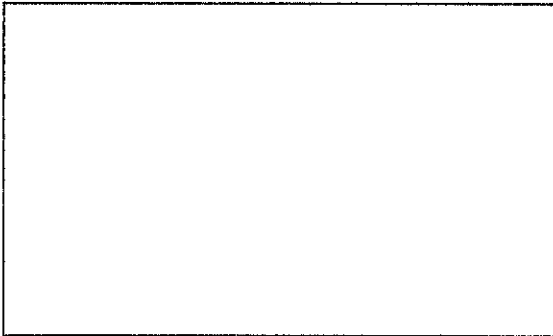
3rd Floor, Bayshore Centre
31 Warwick Drive
P.O. Box 2496 GT
George Town
Grand Cayman, KY1-1104
Cayman Islands

Tel: 345 743 2496

Fax:

Ref: **AA/0050**

Endorsement by Defendant's Attorney (or by Defendant if responding in person) of his/her name, address and reference, if any, in the box below.



DIRECTIONS FOR ACKNOWLEDGEMENT 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, PO 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 installments or otherwise.

See over for Notes of Guidance

Notes for Guidance:

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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/her.
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 his 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.

This **WRIT OF SUMMONS** was issued by Etienne Blake, Attorneys-at-Law for the Plaintiff whose address for service is PO Box 24960GT, 3rd Floor, Bayshore Centre, 31 Dr. Warwick Drive, George Town, Grand Cayman, KY1-1104, Cayman Islands Ref: AA/0050