

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 142 OF 2018

BETWEEN:

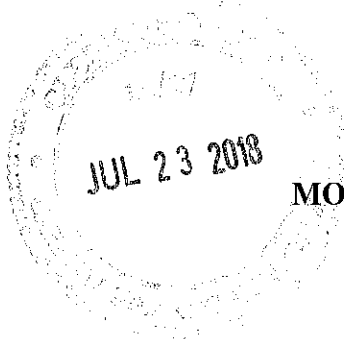
CARMEN ELENA SLUDER

Plaintiff

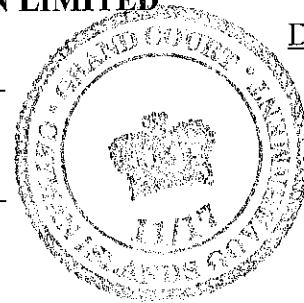
-AND-

MORRITT PROPERTIES CAYMAN LIMITED

Defendant



WRIT OF SUMMONS



TO: Morritt Properties Cayman Limited

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 fourteen (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, 61 Edward Street, George Town, Grand Cayman, Cayman Islands, 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 judgment may be entered against you forthwith without further notice.

Issued this 23rd day of July 2018

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 issued unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Services are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff resides at 5927 Deleon Trial Drive, Spring, TX 77379, United States.
2. The Defendant at all material times is a registered company whose address is Solaris Corporate Services Ltd, 3rd Floor, FirstCaribbean House, Cardinal Avenue, Cayman Islands.
3. At all material times the Defendant owned and operated a premises known as Morritt's Resort, located at 2289 Queen's Highway, East End, Grand Cayman ("the Premises").
4. On 24th August 2015, at approximately 8.30 pm the Plaintiff was present on the Premises as a lawful visitor and was walking on a walkway/ sidewalk, beside the reception building and David's Restaurant, when suddenly and without warning she was caused to fall down the curb of the walkway.
5. As a result of the incident, the Plaintiff suffered severe personal injuries, loss, damage, inconvenience and expense. She was taken immediately to the George Town Hospital.
6. The injuries, loss and damage to the Plaintiff were caused by the breach of contract, breach of statutory duty and/or negligence of the Defendant, its employees or agents.

Particulars of Negligence and Breach of Duty, including Statutory Duty

- a. Failing/ refusing and neglecting to provide any or any suitable and sufficient lighting of the area;
- b. Failing, refusing and neglecting to maintain and repair the lighting systems;
- c. Failing, refusing and neglecting to mark the edge of the curb, in order to allow the Plaintiff to see it;
- d. Causing or allowing a step to exist, where it constituted a danger;
- e. Causing or allowing the curb to crumble and collapse;
- f. Failed to institute or maintain any or any adequate regime for the inspection of the condition of the lighting and curbs;
- g. Failing to provide any or any adequate handrails or guards;
- h. Failed to warn the Plaintiff in respect to the danger;
- i. Failing to take any or any adequate precautions for the safety of the Plaintiff;

- j. Exposing the Plaintiff to a risk of damage or injury of which the Defendant knew or ought to have known;
 - k. Caused, permitted or failed to prevent the Plaintiff falling.
- 7. The Plaintiff will rely on the doctrine of Res Ipsa Loquitur.
 - 8. The Plaintiff reserves the right to provide additional particulars of negligence and/or breach of statutory duties at any time up to and including the trial of the action.
 - 9. By reason of the Defendant's negligence and/ or breach of statutory duties the Plaintiff suffered injuries, loss and damage.

PARTICULARS OF INJURIES

The Plaintiff has suffered very serious injuries as a result of the incident. Immediately after she lost consciousness and had to be taken by ambulance to George Town Hospital. Her injuries included:

- a. Displaced fracture of olecranon process with intra articular extension of the right ulna;
- b. Displaced fracture of coronoid process of the right ulna;
- c. Displaced fracture of head of right radius;
- d. 6 cm longitudinal laceration distal to the right olecranon;
- e. Lacerations to her face, which were sutured and right shin;
- f. Soft tissue injury to her right wrist.

The Plaintiff was born on 26th June 1936 and was 79 years old at the time of the accident. She was transferred to Houston, where she underwent surgery to:

- a. Irrigate and debride the open fracture to the right elbow;
- b. Right elbow ulnar nerve decompression;
- c. Coronoid fracture fixation;
- d. Radial head implant arthroplasty;
- e. Olecranon fracture open reduction and internal fixation with hook plate; and
- f. Autogenous bone graft.

Three years post-accident the Plaintiff continues to experience pain in her right wrist, which affects her ability to perform the activities of daily living. She has constant pain radiating from her elbow to down her entire arm. She takes anti-inflammatories to manage the pain. The Plaintiff is suffering from arthritis and may need an elbow replacement.

The Plaintiff has become fearful and nervous.

The Plaintiff reserves her right to provide further and better particulars of his injuries prior to trial.

PARTICULARS OF SPECIAL DAMAGES

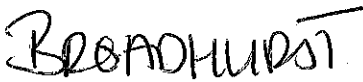
1. Past and future medical expenses;
2. Expenses incidental to receiving medical treatment, including the costs of care and gratuitous care;
3. Travelling expenses.

The Plaintiff reserves the right to provide additional particulars of Special Damage prior to the hearing of the action.

AND THE PLAINTIFF CLAIMS:

1. Damages;
2. Pre and Post-Judgment interest on damages pursuant to section 34 of the Judicature Law (2017 Revision);
3. Costs;
4. Such further and other relief as this Honourable Court deems just.

Dated this 23rd day of July 2018.



BROADHURST LLC
Attorneys-at-Law for the Plaintiff

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgement 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 Acknowledgement 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 endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (14) days after his Acknowledgement, 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.

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 fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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 2018

BETWEEN:

CARMEN ELENA SLUDER

Plaintiff

-AND-

MORRITT PROPERTIES CAYMAN LIMITED

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 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 []
-

Service of the Writ is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in Person]

Address for service:

Please see 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 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.

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

**BROADHURST LLC
ATTORNEYS-AT-LAW
40 LINWOOD STREET
PO BOX 2503
GRAND CAYMAN KY1-1104**

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