

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. G 119 OF 2019

BETWEEN: YVONNE MELVINA WILLIS-MOHAMMED PLAINTIFF
AND: HUGH CHIN SINN FIRST DEFENDANT
AND: ROOPER'S ENTERPRISES LTD SECOND DEFENDANT

To: Mr. Hugh Chin Sinn
111 Kitty Clover Avenue
Bodden Town
Grand Cayman

And to: ICWI
150 Shedden Road
P.O. Box 561
Grand Cayman KY1-1106

And to: Roper's Enterprises Ltd
122 Industrial Way
George Town, Grand Cayman



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 Fourteen days (14) 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, Grand Cayman KY1-1106, 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, 2019

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.

STATEMENT OF CLAIM

1. The Plaintiff was at all material times a passenger in a white Noah van, license No. 158276, driven by one of her co-workers, Mr. Lenny Bush.
2. The Noah van is owned either by the Second Defendant or its owner and managing director, Mr. Rogland Roper.
3. The First Defendant was at all material times the owner and operator of a blue 1996 Isuzu Elf motor vehicle, license No. 119694.
4. The First Defendant has motor vehicle insurance coverage with the Insurance Company of the West Indies Ltd. ("ICWI") under policy No. 1064434.
5. The Plaintiff was at all material times employed as a Janitor with the Second Defendant and was been transported in the work van provided by the Second Defendant to take the Plaintiff and other workers to and from job sites.

Claim Against the First Defendant

6. On or around 27th July, 2016 at around 1:15pm, in the vicinity of McLendon Drive and Dorcy Drive, George Town, Grand Cayman, suddenly and without warning the First Defendant negligently drove his vehicle into another vehicle, causing that vehicle to rear-end the Noah van in which the Plaintiff was a passenger.
7. The Plaintiff was being transported, by her co-worker Lenny Bush, from one jobsite to another when the accident occurred.
8. The accident occurred during the course of the Plaintiff's employment.

9. The Plaintiff was sitting behind the driver of the white Noah van and was restrained by her seat belt. She heard a loud bang and she was jerked forward violently. She felt pain and tingling in her neck, back and shoulders.
10. The Plaintiff was born on 30th May, 1964 and was 52 years old at the time of the accident. She was 55 years old on 30th May, 2019. She was taken to the Accident and Emergency Department at the Health Services Authority by ambulance where she received treatment for pain and was prescribed muscle relaxers. She was prescribed a cervical collar and was referred to physical therapy and advised to continue with pain medication. She was placed on extended sick leave for many days. The Plaintiff was off work for several days since the accident. She did not receive pay for all of her sick days.
11. The Plaintiff reported the motor vehicle accident to the Second Defendant and also informed the Second Defendant of the injuries that she suffered as a result of the said motor vehicle accident.

Employment

12. The Plaintiff was employed with Roper's Enterprises Ltd, the Second Defendant herein, as a Janitor and store clerk from 1999 to 2010. The Plaintiff went back to her native country on roll over by Immigration but returned to work as a janitor and store clerk with the Second Defendant from 6th March, 2015 to 24th May, 2019.
13. She was in full time employment with the Second Defendant for a total of over 15 years. Her work schedule was from Monday to Saturday from 8:30 a.m. until 5:00 pm and she would do overtime when required.
14. Her salary at the time of the accident was CI\$6.00 per hour at 42 hours per week which is CI\$1,092.00 per month.

15. In addition to her regular income, at the time of the accident, the Plaintiff also received CI\$240.00 every two weeks or CI\$480.00 per month from the Second Defendant for other contractual work during the evenings after her regular work.
16. The Plaintiff's total monthly income up to 24th April, 2019 was CI\$1,092.00 + CI\$480.00 = **CI\$1,572.00.**
17. She also received pension benefits of 5% of her monthly wages which is **CI\$78.60** each month. The Plaintiff also enjoyed group health insurance benefit under a shic plus plan from British Caymanian Insurance Company.
18. Due to the continuous pain and suffering and as a result of her inability to perform her duties, the Plaintiff's employment with the Second Defendant was terminated on 24th April, 2019.
19. In order to mitigate her loss, after the Plaintiff's employment with the Second Defendant was terminated on 24th April, 2019, she sought and obtained employment as a Janitor with Headley Young T/A Total Mobile Janitorial Service from 9th May, 2019. Her work schedule is Monday to Saturday from 8:30 am to 5:00 pm, a total of 42 hours per week with wages of CI\$7.00 per hour. Her wages is CI\$1,274.00 per month (i.e. 42 hours per week x 52 weeks = CI\$15,288 a year divided by 12 months = CI\$1,274.00 per month).

Loss of wages and benefits

20. The Plaintiff has lost wages after her termination from the Second Defendant from 25th April 2019 to 8th May 2019 (11 days x \$42 per day). Loss of wages for this period is **CI\$462.00.**
21. After commencing employment with Total Mobile & Janitorial Maid Services, the Plaintiff continued to suffer severe pain in her right hip and lower back radiating down to her coccyx (tail bone) and legs. She also continues to experience pain in her neck mostly to the right, both hands, shoulders, middle of her back, right foot and right ankle. She then realized that she was not able to work the full 42 hours per week as required.

22. The Plaintiff now has benefits of basic health insurance with British Caymanian Insurance Company as oppose to the group shic plus plan she enjoyed when she was employed by a bigger establishment. She is no longer qualified for the group plus plan in her current employment and she has lost the major health insurance benefits she enjoyed prior to her termination by the Second Defendant.
23. The Plaintiff is currently not able to work more than 4 hours per week as oppose to her usual 42 hours per week. Her total hours has been reduced from 42 hours per week to 4 hours per week so she has lost 38 hours of work each week.
24. Loss of wages is therefore calculated to be 38 hours a week x CI\$7.00 per hour = CI\$266 per week x 52 weeks = CI\$13,832 per year divided by 12 months is CI\$1,152.67 per month.
25. In addition, the Plaintiff no longer earns the extra CI\$480 per month that she was getting from the Second Defendant which was a separate income from an additional contract. Loss of wages each month is therefore CI\$1,152.67 + CI\$480 = CI\$1,632.67.
26. The Plaintiff is unable to continue to carry out her job in a satisfactory manner as a result of her pain, limitations and incapability.

Loss of amenities of life

27. The Plaintiff is married and has one daughter and two grandchildren. The grandchildren are now ages 10 and 2 ½ years. She is unable to pick up and play with her grandchildren due to her limitations in lifting more than 20 pounds.
28. She got married on 6 May, 2016, some 3 months before the accident. Her conjugal relationship with her husband has been impaired since the accident.
29. Prior to the accident in 2016, the Plaintiff enjoyed a fairly healthy lifestyle. She was pain free and had no limitations performing her janitorial duties and chores at home which

involved but not limited sweeping, mopping, ironing, washing, vacuuming, pushing, pulling furniture, stretching or reaching upwards or side to side, polishing, wiping, scrubbing, lifting, bending or picking up children or objects over 20 pounds.

30. About one month after the motor vehicle accident in July 2016, the Plaintiff's pain got worst particularly, in her neck, hands shoulders, middle and lower back radiating to her hips, legs and tail bone. She experienced dull, aching with intermittent sharp pain especially when working for long hours. The pain radiates to her left shoulder and arm from time to time. The pain got worst with shoulder movements and she had and still have difficulty raising her arms above her head as well as difficulty dressing herself and combing her hair.
31. After the motor vehicle accident in July 2016, the Plaintiff was unable to do any form of ironing due to pain and stiffness in her hands and shoulder. She was unable to work more than 4 hours before taking a 4 hour break before continuing to work on a daily basis. She could only work from 8:30am to 12:30pm and from 4:30pm to 7:30pm from Monday to Saturday. She was also unable to perform her daily chores around her home without pain. Her husband has to help her with the household chores such as washing, cooking, cleaning, ironing, etc as well as DIY and gardening.
32. She is unable to run, walk long distance, dance or go about her daily activities without experiencing pain. She has to use a wheel chair to travel through airports that require long walking.
33. Some nights the pain got so bad that the Plaintiff would be unable to sleep. The pain on the left side of her body is more severe than on the right although the pain shifts from left to right at times. She experience sharp mid back pain when standing, walking, bending and working for long periods at a time. An MRI was done in July 2018 which reveals a bulging disc at the C3-C4 level.
34. A recent MRI and x-ray of the cervical, thoracic and lumbar spine on 1st and 3rd June, 2019 respectively from South Florida Diagnostics Imaging Center shows disc

compression and disc bulges at various levels of the spine. Future surgery to correct the Plaintiff's various neck, back, hip and hand problems cannot be ruled out. A more detailed description of the injuries to the Plaintiff's spine is described below under the subheading "particulars of injuries". She is severely handicapped on the job market and her life will never be the same again.

35. The Plaintiff continues to take pain medication and apply pain rub as well as continue to undergo physical therapy up to the time of preparing this statement of claim. She continues to have severe headaches from time to time and relies heavily on pain medication.
36. The Plaintiff's injuries were caused as a result of the First Defendant's negligence and/or breaches of statutory duty under the Traffic Law.

PARTICULARS OF NEGLIGENCE OF FIRST DEFENDANT

37. The First Defendant was negligent in that he:-
 - (a) Drove his vehicle into the vehicle in front of him causing this vehicle to rear-end the vehicle in which the Plaintiff was a back seat passenger;
 - (b) drove his motor vehicle too fast in all the circumstances;
 - (c) failed to apply his brakes properly or any at all;
 - (d) failed to keep his motor vehicle under proper control;
 - (e) failed to keep a proper look out and should have seen the vehicle in front of him and could have and should have avoided hitting the vehicle in the back;
 - (f) failed to take reasonable care to avoid colliding with the vehicle which he saw or should have seen that was in front of him;
 - (g) failed to apply his brakes properly and in a safe manner or any at all;
 - (h) failed to exercise due care and skill in the management and control of his motor vehicle; and

- (i) had the last clear chance to avoid the collision but failed to avail himself of that chance.

38. The First Defendant is in breach of the Cayman Islands Traffic Law 2011 Revision and the Traffic Regulations 2012.

BREACH OF STATUTORY DUTY

39. The First Defendant is in breach of the Cayman Islands Traffic law in that he:

- (a) drove his motorcycle in an excessive rate of speed which exceeds the legal speed on that road at the time of the accident; and
- (b) failed to observe the rules of the road as required by the Cayman Islands Road Code.

PARTICULARS OF INJURY

- (a) Intervertebral discs at C2-C3 small posterior bulge minimally indenting the thecal sac without nerve root compression;
- (b) Intervertebral disc at C3-C4 Shows posterocentral and bilateral para central herniation mildly compressing the anterior sub arachnoid space, C4 nerve roots and mildly compromising the spinal and neural foramina.
- (c) Intervertebral disc at C4-C5 shows posterocentral and bilateral para central bulge mildly compressing the anterior sub arachnoid space, C5 nerve roots and mildly compromising the spinal canal and neural foramina.
- (d) C5-C6 disc show small posterior bulge minimally indenting the thecal sac without nerve root compression.
- (e) Cervical spondylosis
- (f) Acute, localized mid back pain at the level of thoracic spine level 10-12.
- (g) Moderate to severe thoracic paraspinallis muscle grade-2 strain along with thoracic facet joints irritation.
- (h) Bilateral shoulder pain, neck pain and left arm pain, mid back.

- (i) Pain and numbness in fingers, numbness and tingling sensation in both legs, pain and numbness in left hand, thumb and index finger.

Claim against Second Defendant in relation to slip and fall accident on 27 Nov 2018

40. The Second Defendant was at all material times, i.e. 27th November, 2018, carrying on business of janitorial and maid services including complete office cleaning and maintenance, window cleaning for homes, offices and high rise buildings, fire and flood restoration. The Plaintiff was still employed by the Second Defendant as a Janitor.
41. The Plaintiff repeats paragraphs 1 to 39 above.
42. On or around 27th November, 2018 and after completing 4 hours of work from 8:30 to 12:30pm that day, one of the Plaintiff's supervisors or managers of the Second Defendant company told the Plaintiff that she needed to clean the condominium at Unit N206 at Camana Bay.
43. The Plaintiff informed the said manager or supervisor that she was tired and was having pains all over her body and could not carry out the second assignment less than one hour after she completed her 4 hour cleaning assignment that morning.
44. The Plaintiff reminded the supervisor or manager of her agreement with the Second Defendant that she was entitled to 4 hours break after completing 4 hours in the mornings before she started another assignment.
45. The Plaintiff also reminded her supervisor or manager about the letter dated 11th April 2018 she had given the Second Defendant from Health City which stated that she was not to work for long hours before taking a break.
46. The Second Defendant through its servants or agents insisted that the Plaintiff carried out the cleaning assignment at Unit N206 Camana Bay that day.

47. At around 1:30pm on 27th November, 2018, the Plaintiff along with her co-worker, Mr. Mr. Everett Drummond were transported by the Second Defendant to the jobsite at condominium N206 at Camana Bay.
48. At around 4:15 pm, whilst the Plaintiff was cleaning and mopping the said condominium with Mr. Drummond, she was about to walk down the staircase with the mop bucket containing water when the bucket let loose from her hand and she slipped and fell down a flight of stairs.
49. Despite grabbing onto the hand rails, the Plaintiff slipped and fell down several stairs. She had multiple contusions. She hit the right side of her head, right wrist, right hip, right leg, right ankle. She also sustained injuries to her right calf and lower back. She experienced swelling and tenderness to right side of her head, right hip, right wrist and top of her left foot as well as severe bruising to her right hip, right leg, right calf and right ankle. She felt dizzy immediately after the fall.
50. The fall caused the existing injuries from the 2016 motor vehicle accident, to her neck, shoulder, back and hands to be aggravated.
51. The Plaintiff was helped up from the steps by her co-worker, Mr. Drummond. She went home but the pain grew stronger overnight so she attended the Office of Dr. Joseph A. Marzouca the next day 28th November, 2018 where she was treated for pain and severe bruising to her right hip as a result of the multiple contusions described herein. X-ray was ordered.
52. The Plaintiff reported the accident to the Second Defendant and the Second Defendant and/or its servants or agents Ms. Rockeal S. Ennis who attended at the scene and observed certain injuries to the Plaintiff's body.
53. On 5th December, 2018, Ms. Ennis recorded a written statement headed "Accident Report" as to the incident from the Plaintiff. The said statement is signed by the Plaintiff and Ms. Ennis.

54. Despite taking a written statement of the accident and promising the Plaintiff that she would receive compensation for her injuries, the Second Defendant did not report the accident to the Labour Board nor its insurance company.
55. The Plaintiff was off work for a number of days and did not receive pay for some of the days that she was off sick as a result of the injuries she sustained in the slip and fall accident.
56. The slip and fall aggravated the existing injuries caused by the motor vehicle accident in 2016 as well as caused additional injuries to the Plaintiff.
57. On or around 12th April, 2018, the Plaintiff delivered a letter dated 11th April, 2018 to the Second Defendant from her neurosurgeon, Dr. Manjunatha Kandala of Health City Cayman Islands. The said letter pointed out to the Second Defendant that the Plaintiff was suffering from cervical spondylosis and disc prolapse and she was not to lift heavy weights and to avoid working for long hours.
58. The Plaintiff informed the Second Defendant orally that she was suffering from carpal tunnel syndrome in her left hand and that the doctor recommended surgery to correct the problem.
59. The Second Defendant requested a letter to that effect from the Plaintiff's physician and the Plaintiff provided that letter in April, 2018.
60. The Second Defendant thereafter entered into an oral agreement with the Plaintiff that her work hours would be adjusted so that she would work from 8:30am to 12:30 pm, take 4 hours break and then from 4:30 to 8:30p.m.
61. The Second Defendant was forewarned by the Plaintiff and/or the Plaintiff's Neurosurgeon orally and in writing respectively, not to assign jobs for the Plaintiff that

would cause aggravation to the existing injuries of her spinal column, shoulders and hands such as mopping, bending or standing or walking for long period of time.

62. It was subsequently orally agreed between the Plaintiff and the Second Defendant that the Second Defendant would not assign any jobs for the Plaintiff without the Plaintiff first taking a 4 hour break after the first 4 hours of work before she started another job in any given day.
63. Despite the warnings from the Plaintiff's Neurosurgeon and the oral agreement between the Plaintiff and the Second Defendant, the Second Defendant, in breach of that oral agreement, and been negligent in not heeding the warning of the Plaintiff's Neurosurgeon, instructed the Plaintiff to carry out janitorial services at Apartment No. N206 at Camana Bay on 27th November, 2018 from 1:30pm to 4:30pm, immediately after she had just completed a 4 hour job that morning from 8:30am to 12:30pm.
64. The Second Defendant is in breach of the said agreement with the Plaintiff not to assign her more than 4 hours of janitorial work without her taking a 4 hour break before starting the next job.
65. The Second Defendant was also negligent in causing the Plaintiff to work for a continuous period of 7 hours without taking at least 4 hours rest period in breach of the oral agreement.
66. The Plaintiff's employment was terminated as a result of the injuries she sustained in the motor vehicle accident on 27 July 2016 as well as the slip and fall accident on the staircase during the course of her employment on 27 November, 2018.
67. Prior to the slip and fall accident, the Plaintiff was receiving full pension benefits and shic plus health insurance coverage. After the slip and fall accident, the Plaintiff ability to work had been reduced from 42 hours per week to 4 hours per week. Her wages and pension benefits has been drastically reduced. Her medical health insurance has been

reduced from a shic plus plan to the shic basic plan due to the termination of her employment by the Second Defendant.

68. The Plaintiff's injuries were caused and/or aggravated as a result of the Second Defendant's negligence and breach of agreement with the Plaintiff in regards to the Plaintiff's work hours. The Plaintiff has suffered loss and damage which will be provided in more detail in separate schedule of loss and damages.
69. As a result of the aforesaid negligence and breach of agreement, the Plaintiff has suffered loss and damage and the First Defendant and Second Defendant are liable in damages.
70. As a result of the aforementioned negligence and breach of agreement between the Second Defendant and the Plaintiff, the Plaintiff has suffered severe pain and suffering and loss of amenities of life.

Particulars of Injuries caused by the Second Defendant

- (a) Multiple contusions to her body;
- (b) Injuries to her right hip, right calf, right ankle, top of her left foot, right wrist and right side of her head;
- (c) swelling, bruising and abrasions to right hip, right leg, right calf and ankle;
- (d) Aggravation to existing injuries from the motor vehicle accident as outlined above; and
- (e) The development of carpal tunnel syndrome.

Particulars of Negligence against the Second Defendant

The Second Defendant was negligent in that it:

- (a) required the Plaintiff to continue doing janitorial work when it was aware of the Plaintiff's back, carpal tunnel, hip, back and neck injury;
- (b) caused the Plaintiff to develop carpal tunnel syndrome?

- (c) instructed the Plaintiff to carry out ironing jobs knowing that this would aggravate the Plaintiff's carpal tunnel injury;
- (d) failed to provide the Plaintiff with adequate or regular rest periods before she started her evening job;
- (e) failed to take any or any adequate notice of or action in response to either (1) the Plaintiff's absence and sickness records or the Plaintiff's complaints about pain;
- (f) failed to take any or any adequate action to transfer the Plaintiff to alternative work after her symptoms of carpal tunnel, hip, back and neck injury first emerged;
- (g) failed to inform the Plaintiff's slip and fall accident to its insurance company;
- (h) failed to report the said slip and fall accident to the Director of the Labour Board in compliance with section 63 of the Labour Law (2011 Revision); and
- (i) is in breach of its statutory obligation under section 63 of the Labour Law (2011 Revision).

Special Damages up to 18th July, 2019

Loss of wages during unemployment from 25 th April to 8 th May 2019 (11 days x \$42 per day)	462.00
Plaintiff only able to work 4 hours per week. Loss of wages from 9 th May to 17 th July 2019 is 63 days x \$49 per day	3,087.00
Loss of wages from additional contract (\$240 every 2 weeks or \$120 per week so from 24 April to 17 July 19 is 10 weeks)	1,200.00
Loss wages for unpaid sick days (awaiting amount from Second Defendant)	_____

Medical expenses

Dr. Victor Look Loy
 Dr. Joseph Marzouca
 CTMH Doctors Hospital
 Dr. Ivan Ronaldo, Chiropractor
 Dr. Jennifer Royer
 Cayman Islands Health Services Authority
 Health City Cayman Islands

Cayman Physiotherapy
Medication
Windward Pharmacy
Valu Med Pharmacy
Fosters Pharmacy
South Florida Diagnostics Imaging Center

Travel Expenses to and from doctors and medical institutions

Travel to and from Miami on 1st June 2019 return 6 June, 2019
Travel to and from Health City Hospital, etc from George Town
Travel from Miami Hilton to South Florida Diagnostics Imaging Center

Lodging and accommodation

Hampton Inn & Suites Miami from 1st June 2019 to 6th June, 2019

General Damages

Future loss of income
Future medical care
Future home care
Loss of pension benefits
Loss of medical insurance benefits

Provisional Damages

71. The Plaintiff is entitled to, and claims interests against the First Defendant and the Second Defendant pursuant to the Judicature Law on all amounts found to be due to her at such rate and for such period as the Court thinks fit.

AND THE PLAINTIFF CLAIMS AGAINST THE FIRST DEFENDANT:

- (i) Damages
- (ii) Pre-Judgment and Post Judgment Interests.
- (iii) Costs

AND THE PLAINTIFF CLAIMS AGAINST THE SECOND DEFENDANT:

- (iii) Damages
- (iv) Pre-Judgment and Post Judgment Interests.
- (iii) Costs

Dated this 23rd day of July, 2019

Facey-Clarke & Associates

Facey-Clarke & Associates Ltd.
Attorneys-at-Law for the Plaintiff

This Writ was issued by Facey-Clarke & Associates, Attorneys-at-Law for the Plaintiff herein whose address for service is that of his said Attorneys-at-law, Unit 119, Ground Floor, Elizabethan Square, George Town, Grand Cayman

BETWEEN: YVONNE MELVINA WILLIS-MOHAMMED PLAINTIFF
 AND: HUGH CHIN SINN FIRST DEFENDANT
 AND: ROOPER'S ENTERPRISES LTD 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 is acknowledged accordingly

(Signed).....
Defendant (if in Person) or 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.

Facey-Clarke & Associates
Barristers & Attorneys-at-Law
P.O. Box 2545, Grand Cayman KY1-1104
Unit 119, Ground Floor, Elizabethan Square,
80 Shedden Road, George Town, Grand Cayman
Cayman Islands, B.W.I.
Email: mclarke@candw.ky
Tel: 345 917 6351)

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