

Writ of Summons (O.6, r.1)

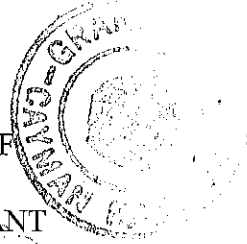
LEGAL AID.

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 167 OF 1996

BETWEEN JULIE BROWN EBANKS
AND: WIMAR LTD trading as
RADISSON RESORT GRAND CAYMAN

PLAINTIFF
DEFENDANT



WRIT OF SUMMONS

TO: The Company Secretary, Wimar Ltd trading as Radisson Resort Grand Cayman, PO
Box 709 GT, Grand Cayman, Cayman Islands, B.W.I.



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 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 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 28 day of March 1996

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

(Statement of Claim attached)



[Signature of Plaintiff or his Attorney]

THIS WRIT was issued by Clyde H. Allen BSc whose address for service is Messrs. Brooks & Brooks, PO Box 1355, Grand Cayman, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 147 OF 1996

BETWEEN JULIE BROWN EBANKS PLAINTIFF
AND: WIMAR LTD trading as
RADISSON RESORT GRAND CAYMAN DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff was born on 22 February 1951. At all material times the Plaintiff was employed as a House Keeper by the Defendants at its hotel, Radisson Resort Grand Cayman at PO Box 30371, Seven Mile Beach Road, Grand Cayman, Cayman Islands, B.W.I.

2. The Plaintiff's duties involved, amongst other things, cleaning 15 rooms, hallways and assisting in laundry.

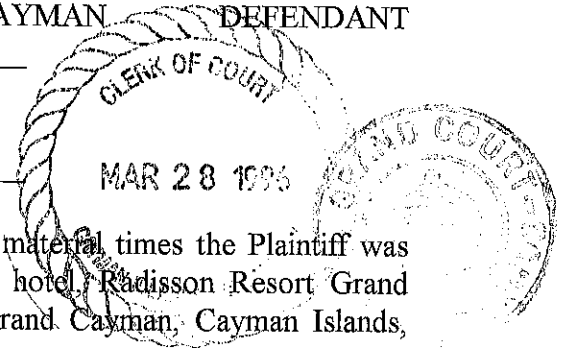
3. At no time did the Defendants explain to the Plaintiff that there was a system devised for carrying out her duties and if there was such a system at no time did the Defendants explain the manner of its operation.

4. The time in which to clean the 15 rooms was originally eight hours. During the time that the Plaintiff worked at the hotel the time allotted for cleaning 15 rooms had been reduced to seven and a half hours. The Plaintiff complained to management that this meant that the employee house keepers had less time to do the same amount of work which could be detrimental to their health. As a result of making the complaint the Defendants suspended the Plaintiff from her job on 16 August 1995 for a period of two weeks.

5. On or about 17 September 1995 whilst the Plaintiff was carrying out her duties and moving a cart she suffered an injury to her right shoulder and neck. Although the Plaintiff felt some discomfort at that time she did not appreciate that it was very serious.

6. On or about 18 September 1995 the pain from the injury to the Plaintiff had increased and had spread to other areas around and near to her shoulder. However, the Plaintiff still attended for work that day. The Plaintiff took some medication to alleviate the pain. That evening the Plaintiff decided that the pain was not going to abate and she determined to attend her doctor the following day.

7. On or about 19 December 1995 the Plaintiff recounted the facts of the incident to her doctor, Dr. Tomlinson, and he accordingly wrote to the Defendants by letter dated 22



September 1995 informing them of her complaint, that she was receiving medication and physiotherapy and that she should be given sick leave until 27 September 1995.

8. Dr. Tomlinson noted that the Plaintiff was not going to make a quick recovery and by a letter dated 27 September 1995 recommended that if the Plaintiff returned to work that she should not be given a job which involved pushing or pulling a cart. The Defendants were also contacted by the Plaintiff's physiotherapist, Sara Barrington, by letter dated 28 September 1995 who confirmed the prognosis of the doctor and his recommendation.

9. At all times thereafter, subject to the conditions stipulated by her doctor in his letter dated 27 September 1995 the Plaintiff was available for alternative work. All offers of an alternative position were unreasonable and could not in the circumstances be undertaken by the Plaintiff by virtue of injury. The Defendants have refused to pay the Plaintiff a salary for this period.

10. The Defendants refused to pay the physiotherapist's fees and as a result the treatment to the Plaintiff had to be stopped. This may have affected the long term prognosis of the Plaintiff's condition.

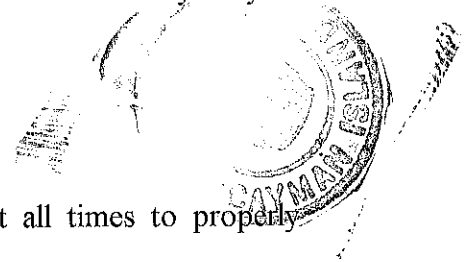
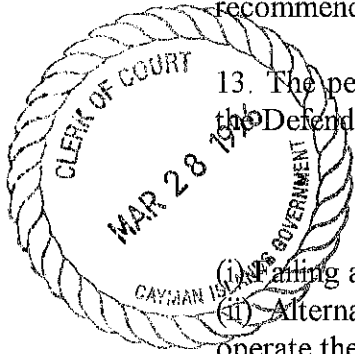
11. The reason the Defendants gave for refusing to pay the said fees was that the Plaintiff did not report the said injury to the Defendants immediately it occurred. However, the Plaintiff did, within two days, and when she thought it was very serious, as stated earlier, report the facts of the incident to her doctor who then immediately reported it to the Defendants.

12. The Defendants finally paid the said fees on or about the week ending 1 December 1995. The Plaintiff resumed physiotherapy treatment on 4 December 1995 and as initially recommended by her doctor.

13. The personal injury was caused by the negligence and/or breach of statutory duty of the Defendants, its servants or agents.

Particulars of Negligence

- (i) Failing at all times to provide a safe system of work.
- (ii) Alternatively, if any system of work was in place, failure at all times to properly operate the system.
- (iii) Reducing the time period of the shifts that the employees worked from eight to seven and a half hours which caused them to do the same amount of work in less time.
- (iv) Failing to provide proper supervision for the Plaintiff before or after the time stipulated to complete the work was changed from eight to seven and a half hours.
- (v) Failing to provide the Plaintiff with specific instructions on how to safely carry out all aspects of her job.
- (vi) Providing a metal cart which was heavy and difficult for the Plaintiff to manoeuvre in the time permitted to complete her shift.



- (vii) Allowing the metal carts to be filled to such an extent as to become difficult by virtue of their weight to be moved.
- (viii) Allowing the metal carts to be filled to such an extent as to become difficult by virtue of the surface on which they were being moved to be difficult to manoeuvre.
- (ix) Failure to heed the warnings of the Plaintiff that it was very difficult to do her work properly in the time allocated to complete her shift as stated at (iii) above.

Particulars of breach of Statutory Duty.

The Plaintiff's place of employment is a workplace within the meaning of the Labour Law, 1987 (Law 30 of 1987) and the matter complained of constituted breaches of Section 51 and 53(c).

14. By reason of the matters aforesaid the Plaintiff sustained personal injuries and has thereby suffered pain, injury, loss and damage.

Particulars of Injuries

The Plaintiff sustained an injury to her right shoulder by way of a strain having injured it while pulling a cart. Full details of her injuries and the prognosis are disclosed in the medical report of Dr. Tomlinson dated 22 September 1995 (amended on 27 September 1995) and Sara Barrington dated 28 September 1995 and served herewith.

Particulars of Special Damage

Loss of Earnings from 27 September 1995 to 6 December 1995 the exact details of which to be provided at discovery of documents stage.

15. The Plaintiff claims interest at such rate and for such period on both general and special damages as may to the court seem just pursuant to the Judicature Law 1995.

The Plaintiff claims:

1. Damages.
2. Interest thereon pursuant to the Judicature Law 1995.
3. Costs.



LAANE
BROOKS & BROOKS
Attorneys-At-Law
PO Box 1355
Grand Cayman
British West Indies



Served this day of March 1996
To the Court
and to the Defendant

IN THE GRAND COURT OF THE CAYMAN
ISLAND
HOLDEN AT GEORGE TOWN, GRAND
CAYMAN

CAUSE NO. OF 1996

BETWEEN

JULIE BROWN EBANKS PLAINTIFF

AND

WIMAR LTD trading as DEFENDANT
RADISSON RESORT
GRAND CAYMAN

STATEMENT OF CLAIM

C. H. Allen BSc
BROOKS & BROOKS
Attorneys-At-Law
PO Box 1355
Grand Cayman
British West Indies
Our Ref: CA\LAB\PI\JBE\12

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 167 OF 1996

BETWEEN JULIE BROWN EBANKS PLAINTIFF
AND: WIMAR LTD trading as
RADISSON RESORT GRAND CAYMAN 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 a 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 complete overleaf

Notes on address for 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.

C. H. ALLEN BSc
MESSRS BROOKS & BROOKS
ATTORNEYS-AT-LAW,
P.O. BOX 1355, G.T.,
2ND FLOOR HARBOUR CENTRE
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.

