

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No. *G0152* of 2010

**BETWEEN:**

**SHARON MAY WILLIAMS-BROWN**

**PLAINTIFF**

**AND:**

(1) **NORMA ALLISON WEBB-LOPEZ**  
(2) **YUNIO RAFAEL LOPEZ**

**DEFENDANTS**

**TO:** Norma Allison Webb-Lopez, the First Defendant and Mr. Yunio Rafael Lopez, the Second Defendant both of 175 Smith Road, George Town, P.O Box 1057 Grand Cayman, Cayman Islands, KY1-1102.

**AND TO:** Sagicor General Insurance (Cayman) Ltd. Third Floor, Harbour Place, 103 S. Church Street, P.O. Box 2171, Grand Cayman, Cayman Islands, KY1-1105.

**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 495, George Town, Grand Cayman, KY1-1106, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment 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: 9 April 2010.



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.

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### STATEMENT OF CLAIM

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1. At all material times:
  - 1.1 The Plaintiff was the driver of a private car, namely a Toyota Mark II bearing the registration number Q2549 (the "Toyota").
  - 1.2 The First Defendant was the owner and the insured of Chevrolet car model S-10 bearing the registration number 107 - 421 (the "Chevrolet").
  - 1.3 The Second Defendant was the driver of the Chevrolet.
  - 1.4 Sagicor General Insurance (Cayman) Ltd., was the insurer for the Chevrolet and Sagicor General Insurance (Cayman) Ltd. is named in this Statement of Claim pursuant to Order 6, rule 4(1) of the GCR.
2. On or about 4 August 2009 at or about 3.20 p.m. on West Bay Road Grand Cayman, Cayman Islands the Plaintiff was driving her Toyota. The Plaintiff had come to a complete stop. The Chevrolet driven by the Second

Defendant and owned and insured by the First Defendant collided into the rear of the Plaintiff's Toyota car (the "accident").

3. The accident was caused by the negligence and/or breach of statutory duty of the Second Defendant.

**PARTICULARS OF NEGLIGENCE AND/OR BREACH OF STATUTORY DUTY  
OF THE SECOND DEFENDANT**

3.1 The Second Defendant:

3.1.1 Failed to stop at a reasonable distance from the rear of the Plaintiff's Toyota.

3.1.2 Was driving too fast.

3.1.3 Failed to keep any or any proper look out.

3.1.4 Failed to stop, steer, swerve, slow down or otherwise control or manoeuvre the Chevrolet so as to avoid colliding with the Plaintiff.

3.1.5 Collided with the Plaintiff's Toyota.

3.1.6 Negligently and/or in breach of Section 59 of the *Traffic Law* (2003 Revision) failed to exercise care and attention and/or to have regard to the safety and comfort of the Plaintiff.

3.1.7 Negligently and/or in breach of Section 60(a) of the *Traffic Law* (2003 Revision) failing to drive in such a manner as to have full control of the Chevrolet car at all material times.

4. At the time of the accident, the First Defendant owned the Chevrolet and allowed the Second Defendant to have use of it. In the premises, the First Defendant was and is vicariously liable for the acts of the Second Defendant which cause the accident.
5. The Second Defendant admitted liability for the accident to the attending Police Officer - Police Franklin PS67. The Plaintiff will rely on this admission at the trial of this cause.
6. By reason of the matters pleaded above, the Plaintiff who is now 40 years of age having been born on 24 May 1970 has suffered pain injury loss and damage.

#### **PARTICULARS OF INJURY**

- 6.1 The Plaintiff was consulted at the George Town Hospital on the day of the accident. She complained of pain to her back and the back of head, left shoulder and pain in her chest. The Plaintiff had regular consultations at George Town Hospital and was then referred to the RVC Rehab Services at the Chrissie Tomlinson Hospital in George Town. She continues to suffer neck pain and stiffness and lower back pain. She now complains of tingling to her hands.
- 6.2 On 5 August 2009, George Town Hospital carried out an x-ray of the C. Spine and CXR which was found to be normal.
- 6.3 On 23 September 2009 George Town Hospital carried out a magnetic resonance imaging (MRI) of the C and L Spine which was found to be normal.

- 6.4 Prior to the material accident the Plaintiff had not experienced any problems with her back, neck or hands.
- 6.5 The Plaintiff now has low back pain on a daily basis which interferes with her work so that by the end of the day she is in pain. She continues to suffer from neck pain.
- 6.6 The Plaintiff has found that medication and physiotherapy have offered assistance.
- 6.7 She is handicapped on the labour market.

#### PARTICULARS OF SPECIAL DAMAGE

Sub-para	Medical Provider	Description	Amount CI\$	Date
6.8.1	Foster's Food Fair	Receipt (Medical supply)	12.79	20 August 2009
6.8.2	Professional Pharmacy	Receipt (Prescription)	34.51	22 August 2009
6.8.3	Professional Pharmacy	Receipt (Prescription)	25.71	22 August 2009
6.8.4	Cayman Islands Imaging	Receipt	41.20	17 September 2009
6.8.5	Cayman Islands Imaging	Receipt	3,354.80	13 October 2009
6.8.6	Foster's Food Fair	Receipt (Misc)	8.88	27 October 2009
6.8.7	Valu-Med Pharmacy	Receipt (Prescription)	15.25	28 October 2009

6.8.8	Professional Pharmacy	Receipt (Prescription)	3.80	17 November 2009
6.8.9	Professional Pharmacy	Receipt (Prescription)	12.94	17 November 2009
6.8.10	Professional Pharmacy	Receipt (Prescription)	10.04	17 November 2009
6.8.11	Professional Pharmacy	Receipt (Prescription)	5.59	23 November 2009
6.8.12	Valu-Med Pharmacy	Receipt (Prescription)	26.00	Date unreadable
6.8.13	RVC Rehab Services	Receipt	10.00	18 March 2010
6.8.14	Valu-Med Pharmacy	Receipt	18.56	22 March 2010
6.8.15	Royal Cayman Islands Police Service	Receipt (Traffic Accident Report)	75.00	17 March 2010
6.8.16	Chrissie Tomlinson	Receipt (Hospital Medical Records)	10.00	22 March 2010
6.8.17	RVC Rehab Services	Invoice #6963	13,840.27	6 August 2009 – 1 January 2010
6.8.18	TOTAL		\$17,505.34	

6.9 The Plaintiff was off work and or on restricted duties for the period from 5 August 2009 – 8 January 2010. The Plaintiff at the time of the accident and as at today earns the sum of CI\$350.00 per week. The Plaintiff claims the sum of CI\$7,700.00 being for 22 weeks at CI\$350.00 per week.

6.10 The Plaintiff will file and serve a supplementary Schedule of Special Damages in this cause when such further items have been quantified.

#### PARTICULARS OF FUTURE LOSS

Para	Expense	Amount C/\$
6.11	Loss of salary	T.B.A.
6.12	Further medical procedures and pharmaceutical costs	T.B.A.
6.13	TOTAL	T.B.A.

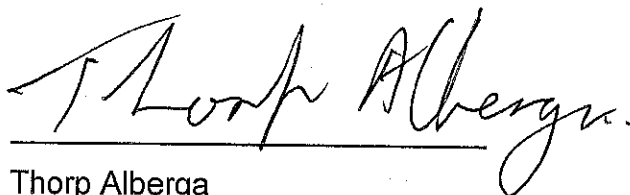
6.14 The Plaintiff will file and serve a supplementary Schedule of Future Loss in this cause when such further items have been quantified.

#### AND THE PLAINTIFF CLAIMS:

1. Damages;
2. Interest pursuant to Section 34 of the Judicature Law (2007 Revision) and section 3(b) of the Judgment Debts (Rates of Interest) Rules (2008 Revision);
3. Costs;

4. Such further and/or other relief as may be just.

DATED: 9 April 2010



Thorp Alberga

Attorneys-at-Law for the Plaintiff

If, within the limited for returning the Acknowledgment of Service the Defendant pays the amount claimed to the Plaintiff or its Attorneys further proceedings will be stayed.

TO: The Clerk of the Court

AND TO: Norma Allison Webb-Lopez, the First Defendant and Mr. Yunio Rafael Lopez, the Second Defendant both of 175 Smith Road, George Town, P.O Box 1057 Grand Cayman, Cayman Islands, KY1-1102.

AND TO: Sagicor General Insurance (Cayman) Ltd. Third Floor, Harbour Place, 103 S. Church Street, P.O. Box 2171, Grand Cayman, Cayman Islands, KY1-1105.

This STATEMENT OF CLAIM was issued by Thorp Alberga, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is Harbour Place, P.O. Box 472, Grand Cayman KY1-1106 (Ref: CMD/W0376-001).

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CAUSE No. of 2010

BETWEEN:

SHARON MAY WILLIAMS-BROWN

PLAINTIFF

AND:

(1) NORMA ALLISON WEBB-LOPEZ  
(2) YUNIO RAFAEL LOPEZ

DEFENDANTS

**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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.
    - 1.1 Norma Allison Webb-Lopez, the First Defendant and Mr. Yunio Rafael Lopez, the Second Defendant both of 175 Smith Road, George Town, P.O Box 1057 Grand Cayman, Cayman Islands, KY1-1102.
    - 1.2 Sagicor General Insurance (Cayman) Ltd. Third Floor, Harbour Place, 103 S. Church Street, P.O. Box 2171, Grand Cayman, Cayman Islands, KY1-1105.

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 complete overleaf***

**Notes on address for service**

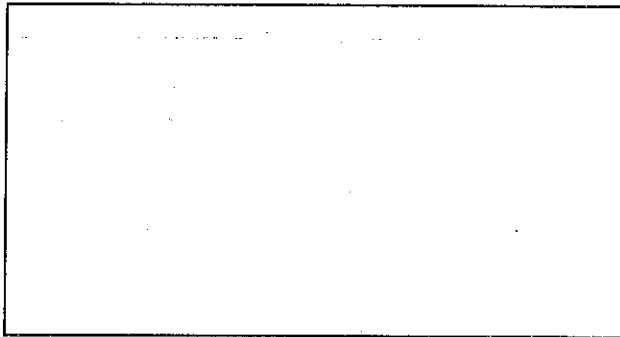
**Attorney:** Where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

**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.*

Thorp Alberga  
Attorneys-at-Law  
P.O. Box 472  
Grand Cayman, KY1-1106  
Cayman Islands  
Attorney: Christopher McDuff  
Phone: (345) 949-0699  
Facsimile: (345) 949-8171  
Email: [cmcduff@thorpalberga.com](mailto:cmcduff@thorpalberga.com)  
Ref: CMD/W0376-001.

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



**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 495, Grand Cayman, KY1-1106.

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***

### 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.