

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No. 433 of 2010

BETWEEN:

JEROME AMELINE

PLAINTIFF

AND:

(1) LINDA RILEY
(2) POOL PATROL LTD.



DEFENDANTS



SPECIALLY ENDORSED
WRIT OF SUMMONS

- TO:
1. Linda Riley of 248 Patrick Islands, Grand Cayman, Cayman Islands.
 2. Pool Patrol Ltd. C/o Turner & Roulstone Management Ltd, Strathvale House, George Town, Grand, Cayman Islands (registered office).
 3. Cayman First Insurance Company Limited, C/o Cayman National Trust Co. Ltd., 62 Forum Lane, Camana Bay, Grand Cayman, Cayman Islands (registered office).

THIS SPECIALLY ENDORSED 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: 26 November 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.

STATEMENT OF CLAIM

1. At all material times:
 - 1.1 The Plaintiff was the owner of a 2009 Cervelo S3 racing bicycle (the "Bicycle").
 - 1.2 The Second Defendant was the owner and the insured of a Chevrolet Silverado motor vehicle bearing the registration number 97 873 (the "Chevrolet").
 - 1.3 The First Defendant was an employee of the Second Defendant and was driving the Chevrolet.
 - 1.4 Cayman First Insurance Company Limited ("Cayman First") was the insurer for the Second Defendant's Chevrolet and Cayman First is

named in this Statement of Claim pursuant Order 6, rule 4(1) of the GCR.

2. On or about 8 April 2010 at or about 9. 17 a.m. the Plaintiff was riding his Bicycle along Lime Tree Bay Avenue, Governors Square, Grand Cayman in an easterly direction when the Chevrolet driven by the First Defendant drove out of the car park of the Governors Square shopping and commercial complex and collided into the Plaintiff on his Bicycle (the "Collision").
3. As a result of the Collision the Plaintiff's suffered injuries and the Plaintiff's Bicycle which was only four months old is a total loss.
4. The accident was caused by the negligence and/or breach of statutory duty of the Defendant.

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

4.1 The First Defendant:

4.1.1 Failed to give way to the Plaintiff.

4.1.2 Was driving too fast.

4.1.3 Failed to keep any or any proper look out.

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

- 4.1.5 Collided with the Plaintiff's Bicycle.
 - 4.1.6 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.
 - 4.1.7 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 at all material times.
5. The Royal Cayman Islands Police Service in its 'Summary of Facts' stated that it proposed to charge the First Defendant with the charge of Careless Driving and cautioned the First Defendant as to such.
 6. By reason of the matters pleaded above, the Plaintiff who is now 35 years of age having been born on 9 April 1975 has suffered pain, injury, loss and damage.

PARTICULARS OF INJURY

- 6.1 The Plaintiff was taken by ambulance and consulted at the Cayman Islands Hospital on the day of the accident. He complained of and was treated for pain to his ribs, shoulder, nose, kidneys and a heamatoma. The Plaintiff also sustained wounds to his face, torso and leg.
- 6.2 On 8 April 2010, the Cayman Islands Hospital carried out on the Plaintiff an x-ray of his chest, pelvis and c-spine. The x-ray revealed the following:

- 6.2.1 a left acromioclavicular separation;
 - 6.2.2 fracture of the 8th rib; and
 - 6.2.3 fractures of the nasal bones.
- 6.3 On 28 April 2010, Cayman Islands Hospital carried out a computer tomography scan on the Plaintiff as to his abdomen and pelvis. The computer tomography scan revealed the following:
- 6.3.1 That the heamatoma had resolved; and
 - 6.3.2 there was still microscopic blood in his urine.
- 6.4 The Plaintiff had subsequent consultations at the Cayman Islands Hospital in George Town. He continues to suffer pain in his right shoulder and requires cosmetic surgery for his nasal injury. All other issues have resolved.
- 6.5 Prior to the material accident the Plaintiff had not experienced any problems with his shoulder, nose, ribs or kidneys.
- 6.6 The Plaintiff now has intermittent pain in his left shoulder, pain which sometimes interferes with his work so that by the end of the day he is in pain.
- 6.7 The Plaintiff consulted with an Orthopaedic Surgeon on 20 September 2010 who concluded that the Plaintiff's injury has a Grade 3 injury to his left to his left acromioclavicular joint. That he will have ongoing intermittent pain associated with it and that such can be treated without the need for surgery. The chance of surgical intervention sometime in the future is 10%.

6.8 The Plaintiff has been treated for the injuries to his nose. He has been advised to undergo rhinoplasty and scar revision.

PARTICULARS OF SPECIAL DAMAGE

6.9 See Schedule 'A' attached to this Statement of Claim for medical expenses.

6.10 See Schedule 'B' attached to this Statement of Claim for the damage to the Bicycle.

6.11 The Plaintiff was off work for a period of one month from the date of the collision. Full particulars will be provided.

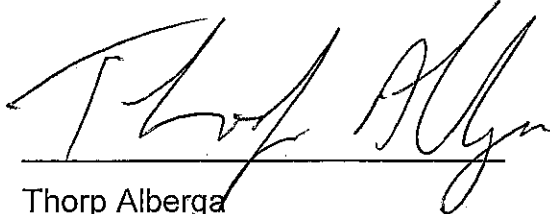
6.12 The Plaintiff will file and serve a supplementary Schedule of Special Damages in this cause when such further items have been quantified.

7. Further the Plaintiff claims interest pursuant to the *GCR* on the amounts found due, at such rates and for such periods as the Court thinks fit.

AND the Plaintiff claims:

1. General and Special Damages;
2. Interest pursuant to the *Judicature Law* (2007 Revision) and the *Grand Court Rules* (1995 Revision);
3. Costs;
4. Such further and/or other relief as may be just.

DATED: 26 November 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: Linda Riley of 248 Patrick Islands, Grand Cayman, Cayman Islands.

AND TO: Pool Patrol Ltd. C/o Turner & Roulstone Management Ltd, Strathvale House, George Town, Grand, Cayman Islands (registered office).

AND TO: Cayman First Insurance Company Limited, C/o Cayman National Trust Co. Ltd., 62 Forum Lane, Camana Bay, Grand Cayman, Cayman Islands (registered office).

This **SPECIALLY ENDORSED WRIT OF SUMMONS** and **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/A0617-001).

Schedule 'A'

	Provider		Invoice	Date	Amount – CI\$
6.9.1	Cayman Health Authority	Islands Services	1271686	8 April 2010	2889.95
6.9.2	Cayman Health Authority	Islands Services	1272755	14 April 2010	218.05
6.9.3	Cayman Health Authority	Islands Services	1273702	14 April 2010	34.64
6.9.4	Cayman Health Authority	Islands Services	1274756	8 April 2010	160.06
6.9.5	Cayman Health Authority	Islands Services	1274766	8 April 2010	304.88
6.9.6	Cayman Health Authority	Islands Services	1274772	8 April 2010	817.89
6.9.7	Cayman Health Authority	Islands Services	1274774	8 April 2010	355.26
6.9.8	Cayman Health Authority	Islands Services	1274992	8 April 2010	236.15
6.9.9	Cayman Health Authority	Islands Services	1277324	30 April 2010	113.02

6.9.10	Cayman Health Authority	Islands Services	1278625	12 April 2010	107.32
6.9.11	Cayman Health Authority	Islands Services	1278628	8 April 2010	231.34
6.9.12	Cayman Health Authority	Islands Services	1278797	12 April 2010	21.96
6.9.13	Cayman Health Authority	Islands Services	1281879	28 April 2010	1417.94
6.9.14	Cayman Health Authority	Islands Services	1282172	28 April 2010	283.58
6.9.15	Cayman Health Authority	Islands Services	1283609	30 April 2010	232.29
6.9.16	Cayman Health Authority	Islands Services	1286122	28 April 2010	231.46
6.9.17	Cayman Health Authority	Islands Services	1286125	11 May 2010	231.46
6.9.18	Cayman Health Authority	Islands Services	1286128	15 May 2010	115.73
6.9.19	Cayman Health Authority	Islands Services	5045264	8 May 2010	974.60
6.9.20	Cayman Health Authority	Islands Services	5058946	12 April 2010	88.00

6.9.21	Cayman Orthopedic Group	00011780	20 September 2010	104.00
6.9.22	Cayman Clinic		22 April 2010	278.11
6.9.23	Cayman Islands Hospital	4408756	13 April 2010	170.00
6.9.24	Cayman Islands Hospital	4407977	13 April 2010	14.85
6.9.25	Cayman Islands Hospital	4440224	28 April 2010	232.54
6.9.26	Cayman Islands Hospital	4400558	8 April 2010	12.00
6.9.27	Cayman Orthopedic Group	00010792	14 April 2010	188.00
6.9.28	Dr. Virginia Hobday	145100	14 April 2010	96.00
6.9.29	Dr. Virginia Hobday	145246	22 April 2010	278.11
6.9.30	Dr. Virginia Hobday	145424	30 April 2010	77.40
6.9.31	Dr. Virginia Hobday	147277	9 August 2010	80.33
6.9.32	Dr. Virginia Hobday	147283	9 August 2010	110.00
6.9.33	Chiro Spa Clinic		10 July 2010	1,715.00
6.9.34	Chiro Spa Clinic		1 July 2010	170.00
6.9.35	Chiro Spa Clinic		28 July 2010	80.00
6.9.36	Dr. Frits Hendriks	27471	30 April 2010	116.76
6.9.37	Healthcare Pharmacy		13 April 2010	12.35
6.9.38	TOTAL			\$12,801.03

Schedule 'B'

	Description	Amount in CI\$
6.10.1	Cervelo S3 Frame	2,952.00
6.10.2	Shimano Dura-ace 7900 groupo	2,218.10
6.10.3	Saddle Specialized toupe 143	131.20
6.10.4	Wheelset Xentis Mark 1 HM	3,280.00
6.10.5	Tubular panaracer practice due TourGuard 300 (2)	100.02
6.10.6	Pulleys FSA ceramic bearing	106.60
6.10.7	Bottom bracket origin8 ceramic bearing	68.06
6.10.8	Stem FSA OS 115 (100mm)	110.70
6.10.9	Headset cane creek	51.66
6.10.10	Handlebar FSA compact wing pro	73.80
6.10.11	Handlebar wrap specialized Roubaix	27.06
6.10.12	Pedals Look KEO carbon	205.00
6.10.13	Assembling – 5 hours @ \$75.00 per hour	307.50
6.10.14	Helmet Specialized decibel 310 g	184.50
6.10.15	Short/jersey UCI Colombia suarez	163,18
6.10.16	Mini Digital Video MD80 DSSI.CC	163.18
6.10.17	Shipping to Grand Cayman	492.00
6.10.18	Total	10,634.56
6.10.18	Duty at 22%	\$2,339.60
6.10.19	Replacement Value	\$12,974.16

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(1) LINDA RILEY
(2) POOL PATROL LTD.

DEFENDANTS

ACKNOWLEDGMENT OF SERVICE
OF SPECIALLY ENDORSED 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).....

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

Notes on address for service

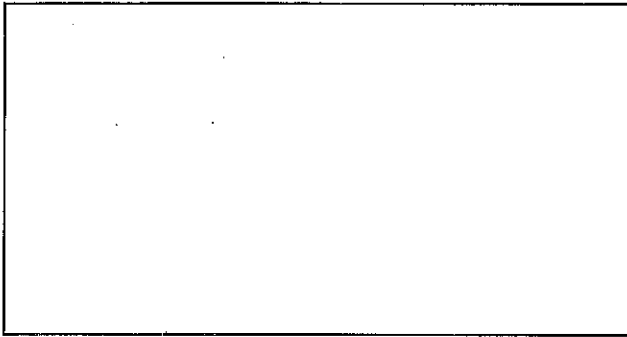
Attorney: Where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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.

<p>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 Ref: CMD/A0617-001.</p>
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Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.

A large, empty rectangular box with a thin black border, intended for the indorsement of the defendant's attorney or the defendant if suing in person. The box is currently blank.