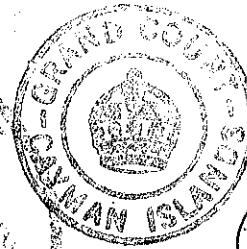
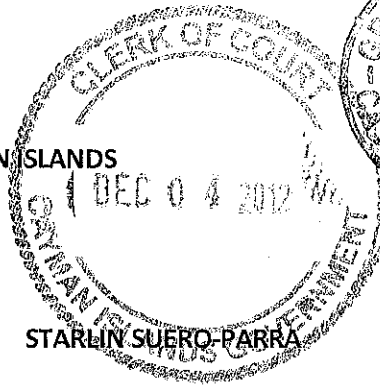


IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION



CAUSE NO: *G0499* OF 2012

BETWEEN:

STARLIN SUERO-PARRA

PLAINTIFF

AND:

KATIE EZEQUIEL SANCHEZ ALLEN T/A VIP CONSTRUCTION

DEFENDANT

WRIT OF SUMMONS

TO: Katie Ezequiel Sanchez Allen

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 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 this    day of December 2012.

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 relevant times the Claimant was employed by the Defendant as a general labourer.
2. At all relevant times the Claimant was so employed upon works being undertaken by the Defendant at premises situated at CIBC First Caribbean Bank, Main Street, George Town, Grand Cayman.
3. On Sunday July 29, 2012 at approximately 12 noon while acting in the course of his employment, the Claimant was operating a 80 foot Boom Lift approximately 60 feet above the ground, from a bucket at the end of the extendable arm of the boom lift. As he did so the boom lift suddenly and without warning started to pivot so as no longer to support itself or the Claimant and caused the boom lift to tip over causing the Plaintiff to fall from the bucket to the ground below.
4. As a result the Claimant who is now aged 26 having been born on the 28<sup>th</sup> June 1986 suffered pain, injury, loss and damage.

### Particulars of injury

- 5.
- 5.1 Trans-scaplo fracture of the distal left radius with lunare dislocation of the right wrist
- 5.2 Perilunate fracture dislocation of the left wrist
- 5.3 Fracture dislocation of the left elbow with fracture of the radial neck and head
- 5.4 Fracture of the neck of the left femur
- 5.5 Undisplaced fracture of the left sacrum
- 5.6 Fracture of the left humeral neck and scapula
- 5.7 Multiple lacerations, abrasion and contusions

### Particulars of special damage

6. Please see attached Schedule of Special Damage. Future loss is claimed and will be particularized in due course.
7. The Plaintiff claims interest pursuant to section 34 of the Judicature Law (2007 Revision) on the amount found to be due to the Plaintiff at such rate and for such periods as the court thinks fit.
8. The above accident was caused or contributed to by the negligence and/or breach of statutory duty of the Defendant, their employees or agents acting in the course of their employment.

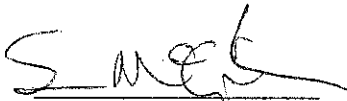
### Particulars of negligence and/or breach of statutory duty

- 9.(a) Failed to ensure suitable and safe working systems were instituted and followed contrary to Regulation 8(d) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations 2008 or at all.
- (b) Failed to appoint an experienced or suitably qualified Site Safety Officer to ensure compliance with the above Regulations and the promoting of safe conduct of work contrary to Regulation 4 (1) of the above Regulations or at all.
- (c) Failed to provide a written safety policy contrary to Regulation 8(g) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations 2008 or at all.

- (d) Failed to provide a fall protection system such as a personal fall arrest system or a harness contrary to Regulations 13(12) and 17 of the above Regulations or at all.
- (e) Failed to ensure that Rated load capabilities, recommended operating speeds, special hazard warnings, specific hand-signals diagrams and special instructions were visible to the plaintiff while he was controlling the machine contrary to Regulation 32 (11) of the above Regulations or at all.
- (f) Caused, permitted, required or suffered the Plaintiff to work as above or use the machine when it was unsafe so to do.
- (g) Exposed the Plaintiff to a danger or a trap or a foreseeable risk of injury.
- (h) Failed to provide or maintain for the Claimant a safe system of work.
- (i) Failed to provide for the Claimant safe and competent fellow employees.
- (j) Failed to provide or maintain for the Claimant safe or adequate plant or equipment.
- (k) Failed to take any or any adequate care for the safety of the Claimant.
- (l) Failed to undertake a suitable and sufficient assessment of the risks of such work and/or failed to give effect to such arrangements as would have been appropriate to prevent the injury or otherwise protect the Claimant.
- (m) Failed to provide the claimant with comprehensible and relevant information on the risks to his health and safety and the preventative and/or protective measures identified by the above mentioned risk assessment, and/or to provide adequate health and safety training.
- (n) Failed to provide suitable protective equipment contrary to Section 62(c) of the Labour Law (2011 Revision) or at all.

AND the Claimant Claims:

- (1) damages;
- (2) interest pursuant to section 34 of the Judicature Law (2007 Revision);



**Samson & McGrath**  
**Attorneys for the Plaintiff**

THIS WRIT was issued by Samson & McGrath, Attorneys for the Plaintiff whose address for service is 5<sup>th</sup> Floor Genesis Building, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO: OF 2012

BETWEEN:

STARLIN SUERO-PARRA

PLAINTIFF

AND:

KATIE EZEQUIEL SANCHEZ ALLEN T/A VIP CONSTRUCTION

DEFENDANT

SCHEDULE OF LOSS

1. Loss of Earnings to Date:
  - 1.1 The plaintiff was earning \$500 per week at the time of the accident at the hourly rate of \$10 per hour. To date of issue of this claim the Plaintiff has been unable to work and has suffered a complete loss of earnings during this period. The plaintiff has lost pension contributions of 5% of salary.
  - 1.2  $17 \times \$500 = \$8,500$
2. Medical Expenses to Date
  - 2.1 The plaintiff has incurred medical expenses of \$191,526.03 with the Cayman Islands Health Services Authority for treatment from 29<sup>th</sup> July 2012 to 6<sup>th</sup> November 2012.
3. Gratuitous Care
  - 3.1 The plaintiff was released from hospital on the 13<sup>th</sup> day of October 2012. From that date, the plaintiff's sister has provided 4 hours per day of care since that time caring for the plaintiff, performing tasks such as providing him with food, water and medication, cleaning, washing, cooking and changing bed linen and assisting the plaintiff to and from the bathroom and bedroom.
  - 3.2 The plaintiff claims at the rate of CI\$14 per hour for this care.
  - 3.3 To date of issue the cost of care is \$2,744.
4. Future Loss of Earnings
  - 4.1 The plaintiff's injuries are such that it is unclear if he will be able to ever work again as a labourer. The prognosis as to his ability to return to the work in any capacity is not known at this time and medical evidence will be forwarded in due course.

5. Future Cost of Care and Treatment

- 5.1 The plaintiff will require further operations, physiotherapy and medication to assist with his recovery from his injuries. The nature, extent and cost of the said treatment is unknown at this time and will be forwarded in due course.

**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 495G, George Town, Grand Cayman.

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**

**Please complete overleaf**

## 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.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION**

**CAUSE NO:      OF 2012**

**BETWEEN:**

**STARLIN SUERO-PARRA**

**PLAINTIFF**

**AND:**

**KATIE EZEQUIEL SANCHEZ ALLEN T/A VIP CONSTRUCTION**

**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.

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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.

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes

no

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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

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Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

**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.

Samson & McGrath  
Attorneys at Law  
5<sup>th</sup> Floor Genesis Building  
Genesis Close  
PO Box 446  
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.