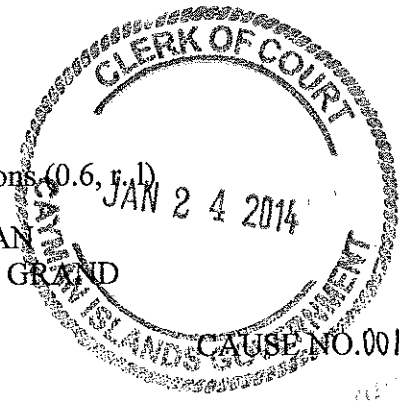


Writ of Summons (0.6, F.1)



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

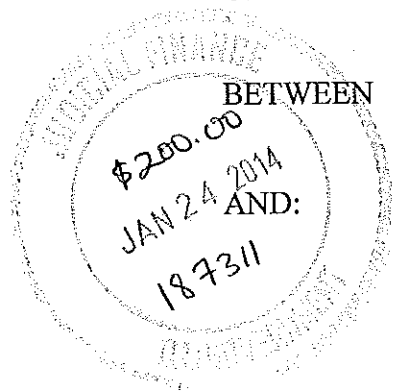
BETWEEN

ARNEY EBANKS

PLAINTIFF

CARRIBEAN UTILITIES COMPANY LTD.

DEFENDANT



SPECIALLY ENDORSED WRIT OF SUMMONS

TO: DEFENDANT: CARRIBEAN UTILITIES COMPANY LTD., 457 North Sound Road, P.O. Box 38, Grand Cayman, KY1-1101, Cayman Islands.

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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 24th day of January 2014

NOTE - This Writ may not be served later than 4 calendar 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. CARRIBEAN UTILITIES COMPANY LTD. is authorized to have an exclusive right to generate, transmit and distribute electricity to the public from its place of operation at 472 North Sound Road for reward in the Cayman Islands.
2. The Plaintiff was at the material time an employee of the Defendant under a contract of employment and worked for it for over 17 years. The Plaintiff is still an employee of the Defendant.
3. The Defendant has a duty under (1) the Plaintiff's contract of employment and (2) a duty of care to see that reasonable care is taken for the safety of its employees, to provide proper equipment and to maintain, inspect and repair its equipment as well as to provide a safe place and system of work. Such duty will be further particularized after discovery herein.

FACTS

4. At or about 9.30 a.m. on Friday, 28 January 2011, whilst the Plaintiff was engaged in the course of his employment in assisting his fellow employees in operating the engines and thus whilst they were operating the engines and associated machines, the Plaintiff's co-worker, Soare Mayi, discovered some broken bolts on the charge air cooler.
5. The Plaintiff came from the office and went into number 4 engine room which housed engine number 1 and looked at the cooler and saw that the bolts were sheared off. The Plaintiff went to the radio and called the control room and spoke to the controller, Troy Powell, and asked him if he could take engine number 1 unit offline or to shut it down.
6. The controller stated that he would turn engine unit number 1 off but when he hit the normal shut down button it ramped down by itself but it would not shut off. The Plant Supervisor, Marlon Smith, hit the E-stop button which is in the control room and the engine continued to run.
7. The Plaintiff hit the E-stop button inside the engine room and the engine continued to run.
8. A number of employees and the Plaintiff were around the engine. The fuel pressurizing pump was running in manual. The Plaintiff went into the switch gear room where all of the breakers were located for all of the auxiliaries for the engine and went directly to the fuel pressurizing pump breaker and switched it from manual to automatic. When the Plaintiff did that the fuel pressurizing pump stopped and the engine stopped.
9. The fuel pressuring pump supplies constant pressure to the fuel system including all eight pumps on the engine. Each cylinder has its own fuel pump.

10. The Plaintiff then proceeded to repair the broken bolts. The bolts were located on the outside of the frame and in particular the legs of the cooler. The bolts were holding the charge air cooler in place. The Plaintiff went and got new bolts from the store room and when he came back to engine room 4 the Senior Supervisor, Shawn Myles, helped him to replace the bolts. Between the Plaintiff and Mr. Myles they proceeded to tighten up the bolts. The Plaintiff told Mr. Myles that he would call his other helper apprentice, Franklin Ebanks, and together they would use an impact gun or air tightening gun to tighten the bolts as it was a faster procedure.
11. After the bolts were replaced the Plaintiff contacted the control room by radio from the circuit breaker room to tell them that he had finished. The Plaintiff told the operator to get the engine barred and ready to start up. At this time the Plaintiff heard Kurt Scott on the radio talking to Troy Powell in the control room to E-Stop unit 14. Troy Powell replied from the control room that he was E-stopping unit 14. At this time the Plaintiff was not aware or knew why they were E-stopping unit 14. The Plaintiff considered that if unit 14 was being stopped that the Plaintiff would have to get unit 1 back on line because there would be a shortage of power.
12. The Plaintiff contacted Troy Powell again and told him if Kurt Scott was busy with unit 14 that the Plaintiff would get unit 1 ready to go back on line or to start up. The Plaintiff proceeded to engage the barring gear - which is machine driven by an electric motor - which then meshes into the flywheel and rotates the engine very slowly. The Plaintiff ensured that he opened all 8 cylinder cocks/valves.
13. There are 8 cylinders on this particular engine but on others there are 12 or 14. The reason why the Plaintiff wanted the cylinder cocks open was so that if there was any liquid, fuel or water in them it would come out of the cocks/valves. Liquid could include oil. The Plaintiff wanted to ensure that there were no liquids compressed in the cylinders. The Plaintiff would not try to blow it over if it had any liquid in the cylinders. The Plaintiff saw no fuel or liquid coming out of any of the cocks/valves so he proceeded to take the barring gear from the Fly Wheel and got ready to blow the engine down with air. At this time Kurt Scott came to the engine room and asked the Plaintiff for the tool for opening the cocks. The Plaintiff informed him that it was not necessary to open the cocks because he had already barred the engine. The Plaintiff told him that the cocks were already open and he was going to blow the engine over. This is done by pressing a celluloid valve that allows air to turn the engine.
14. The Plaintiff wondered if Kurt Scott knew or understood what the Plaintiff was going to do. The Plaintiff turned to Kurt Scott and asked him if he understood what he was going to do. He answered: "Yes, I understand." The Plaintiff walked towards the fuel rack lever and checked again, having done so already, that it was in the non-run position. If left in the run position when you blow the engine over

it would start but at that point the Plaintiff was just clearing the cylinders and not starting the engine.

15. The Plaintiff walked towards the celluloid valve which opens the main start air valve and pressed it for about 3-4 seconds. The engine rotated about 3-4 times just turning over and the Plaintiff then stopped pressing the celluloid valve. The engine was not on. At or about this time Kurt Scott came running around the engine and waved to the Plaintiff to stop but the Plaintiff had already stopped pressing the celluloid valve and was closing the main air starting valve. The Plaintiff knew from experience that every time the engine is started or blown over the main air starting valve has to be closed. On this occasion, as the Plaintiff was closing the main air starting valve he noticed smoke coming out of the top of the turbo charger cowling. At the same time he noticed Kurt Scott was moving towards him and whilst the Plaintiff was looking at the smoke, Kurt Scott had turned and was also looking at what he was looking at which was when the engine exploded.
16. The Plaintiff considers that the accident occurred as a result of a breach of duty of care under his contract of employment and/or the negligence of the Defendant due to the Defendant's failure, having issued several work orders to repair the pressurizing pump so that it starts and stops in automatic, failure to maintain a safe place and system of work, safe equipment and regularly service and/or maintain the equipment used by the Plaintiff and the other employees.

PARTICULARS OF NEGLIGENCE

- a. The Defendant failed to maintain a safe place of work and equipment and failed to comply with work orders when it failed to maintain the cylinder including cylinder number 5 of the engine.
- b. The injector or equipment adjacent to it or end of the pressure pin bore where the needle fits in was damaged leading to part of the needle being stuck in the nozzle body and it was not fix or not fixed in a timely manner by the Defendant.
- c. As a result of the Defendant's failure to maintain the equipment, the engine fuel pump would deliver a larger volume of fuel. That fuel got into the charged air and exhaust pipes. In the 4 stroke cycle there is what is called the lapping of valves which is when the intake valve is closing or opening and the exhaust valve is closing or opening and thus you have an overlapping of the intake and exhaust valve. In this case, because the engine stopped with the valves overlapping and due to the faulty pump and injector - number 5 cylinder pump and injector - the pressurizing

pump pumped the fuel straight through into the combustion area of cylinder number 5 due to the failure of cylinder number 5 fuel pump delivery valve. The fuel had a free flow into that cylinder. As a result of the valves overlapping, the fuel ran into the exhaust and charge air pipes.

- d. The Defendant failed to properly maintain, service or fix the delivery valves and pressure balancing valves-housing flange which had no springs. The Defendant has failed to maintain cylinder number 5.
- e. The springs mentioned at d above were found to be missing from the pumps and were not replaced by the Defendant in a timely manner or at all leading to the explosion.
- f. Due to the damaged fuel injector, missing springs and fuel pump running and thus supplying pressure, the fuel had already started from cylinder 5 fuel pump and was pushed into the exhaust and air intake manifolds resulting in fuel in the exhaust outlet pipe.
- g. Due to the Defendant's failure to maintain and repair the equipment in a safe and workman-like condition, smoke could be seen coming out of the exhaust outlet side or back side of the turbo charger leading to an explosion. It was that pipe that was severely destroyed.
- h. The Plaintiff will, if necessary, further particularise the negligence and thus failure of the Defendant after disclosure of documents and in particular the report on the cause of the explosion carried out by the Defendant as the Defendant has refused to provide the report(s).

The above are the best particulars which the Plaintiff can give hereof until after discovery and/or interrogatories herein.

- 17. The engine blew up and engulfed Kurt Scott and the Plaintiff. Kurt Scott was initially blown to the ground and then he got up and he and the Plaintiff ran out of the building. The flame that engulfed them went out almost as quickly as it appeared.
- 18. Further it is averred that the facts of the accident speaks for themselves as being an occurrence which cannot normally happen without negligence due to a failure to properly maintain the equipment.

19. By reason of these matters and the negligence of the Defendant, the Plaintiff sustained injuries and he has suffered loss and damage.

Particulars of Injuries

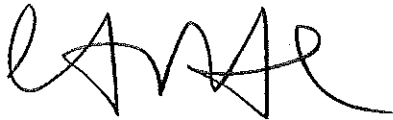
18. The Plaintiff has suffered various personal injuries as a result of being engulfed in flames which resulted in burns and thus scarring to the body. The Plaintiff also suffered physical and emotional trauma as documented by Dr. Marc Lockhart MD. The Plaintiff is on medication in order to assist him to cope on a day to day basis and presently is off work on sick leave.

Particulars of Special Damages

1. Medical report - 28 February 2013 - of Dr. Lockhart - CI\$650.
2. Medical treatment at Christie Tomlinson Hospital -CI\$ 1,375.37.
3. The Plaintiff will particularize all medical expenses in due course or at the time of disclosure.

AND the Plaintiff claims

- (i) Damages
- (ii) Further, pursuant to The Judicature Law (1995 Revision), the Defendant is entitled to and claims interest on such sums are found to be due at such rate and for such period as the Court shall think fit.
- (iii) Costs



Clyde H. Allen, CHAMBERES

THIS WRIT was issued by Clyde H. Allen, Chambers on behalf of the Plaintiff whose address for service is P.O. Box 31076 SMB, 2nd Floor, Suite 10, Jack & Jill Building, 19 Fort Street, KYI-1205, George Town, Grand Cayman, Cayman Islands.

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

CAUSE NO. 10 OF 2014

BETWEEN

ARNEY EBANKS

PLAINTIFF

AND:

CARRIBEAN UTILITIES COMPANY LTD.

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. PHASE III LTD

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

Address for service: (please see overleaf)

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.

C. H. Allen
Woodward Terry & Company
Attorneys-At-Law
PO Box 822 GT
West Wind Building
Harbour Drive and Fort Street
Grand Cayman
Cayman Islands

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

