

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ~~647~~ OF 1997

BETWEEN: (1) JACK L. SCOGGINS
(2) DEBRA SCOGGINS Plaintiffs

AND: (1) QUARRY PRODUCTS LTD.
(2) JEFF RINALDI Defendants

WRIT OF SUMMONS ^{SEP 19 1997}

To: QUARRY PRODUCTS LTD.
c/o Registered Offices
Woodward Terry & Co.
George Town, Grand Cayman

And to: JEFF RINALDI
Grand Cayman



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 Fourteen days [14] 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 19th day of September, 1997.

NOTE - This Writ may not be served later than 4 6 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of re-issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

INDORSEMENT

The First and Second Plaintiffs claim against the First and Second Defendants is for damages resulting from personal injuries sustained by the First Plaintiff on the 15th June, 1996 when he was employed by the First Defendant and working on a rock crusher owned and operated by the First Defendant.

The injuries were the result of the Defendants' negligence as the First Plaintiffs employer and fellow-employee respectively in that they failed in their duty of care towards the First Plaintiff. The First Plaintiff has suffered significant special damages which are still amounting and general damages. The Second Plaintiff's claim is directly related to the injuries of the first Plaintiff.

AND THE PLAINTIFFS CLAIM FROM THE DEFENDANTS:

- a. Special Damages which are escalating and are presently unestimated.
- b. General Damages.
- c. Pre-judgment interest in accordance with Section 34 of the Judicature Law (1995 Revision).
- d. Post-judgment interest in accordance with Section 34 of the Judicature Law (1995 Revision)
- e. Such further and other reliefs.
- f. Costs.



STATEMENT REGARDING INTEREST

The Plaintiffs claim interest from the 15th June, 1996 at the rate of 8 3/8%.

STATEMENT REGARDING INSURER

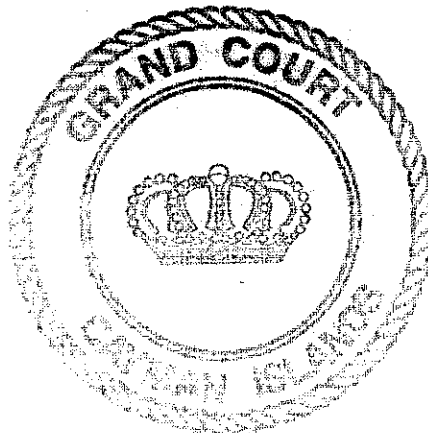
The Plaintiffs do not know whether the First Defendant was insured for the risks described in the Indorsement hereto.

Quin & Hampson

QUIN & HAMPSON

Attorneys-at-Law for the Plaintiff

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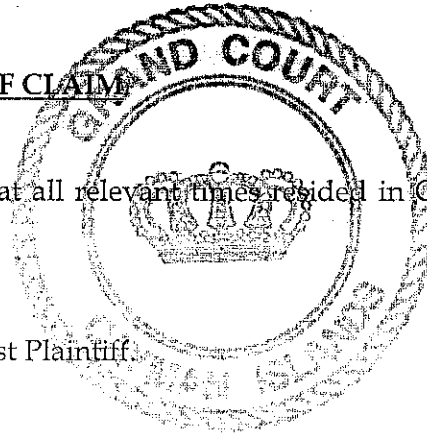
THIS WRIT was issued by Messrs. Quin & Hampson, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is P.O. Box 1348, Third Floor, Harbour Centre, George Town, Grand Cayman, B.W.I.

BETWEEN: (1) JACK L. SCOGGINS
(2) DEBRA SCOGGINS Plaintiffs

AND: (1) QUARRY PRODUCTS LTD.
(2) JEFF RINALDI Defendants

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STATEMENT OF CLAIM

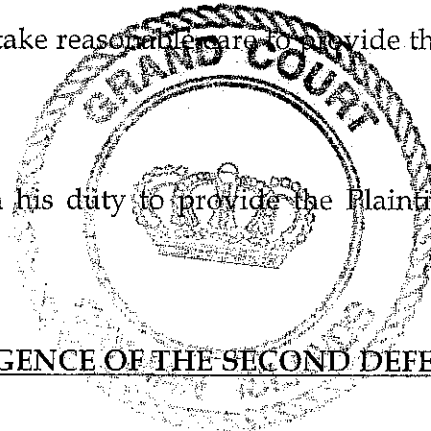


1. The First Plaintiff is an American citizen who at all relevant times resided in Grand Cayman and was employed by the First Defendant.
2. The Second Plaintiff is the lawful wife of the First Plaintiff.
3. The First Defendant is a company organised under the Laws of the Cayman Islands and has its registered office at Woodward Terry & Co.
4. The Second Defendant was at all relevant times an employee of the First Defendant.
5. The First Plaintiff was on the 15th June, 1996, employed by the First Defendant at its stone quarry located at High Rock in East End, Grand Cayman.
6. That on the 15th June, 1996 in the afternoon, the First Plaintiff was called upon by the First Defendant, as on other occasions, to work on a rotary rock crusher which was used by the First Defendant to crush rocks (the "rock crusher").
7. The First Plaintiff had previously in the course of his employment, carried out various welding work on the rock crusher when necessary. The rock crusher has a starting switch which activates the drum of the machine.

8. That on the 15th June, 1996, the Second Defendant caused the starting switch to be activated whilst the First Plaintiff was working in the main body of the rock crusher. As a result, the First Plaintiff was caught in the machine.
9. That the First Plaintiff suffered severe crushing injuries as a result of the First Defendant's negligence as the First Plaintiff's employer and of the Second Defendant's negligence in failing to take due care and attention.

PARTICULARS OF NEGLIGENCE OF THE FIRST DEFENDANT

- a. The First Defendant failed to provide the Plaintiff with a place of work which was as safe as the exercise of reasonable skill and care would permit.
- b. The First Defendant failed in his duty to provide the First Plaintiff adequate supervision.
- c. The First Defendant failed to take reasonable care to provide the First Plaintiff with safe and adequate machinery.
- d. The First Defendant failed in his duty to provide the Plaintiff with a safe system of work.



PARTICULARS OF NEGLIGENCE OF THE SECOND DEFENDANT

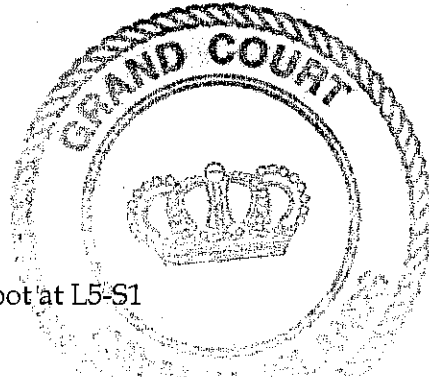
- a. The Second Defendant was negligent in the carrying out of his duties.
 - b. The Second Defendant failed in his duty of care to the First Plaintiff.
10. That as a result of the First and Second Defendants' negligence, the First Plaintiff suffered severe injuries.

PARTICULARS OF INJURIES

The Plaintiff suffered inter alia:

- a. A severe crushing injury to his pelvis.
- b. Multiple fractures to his pelvis and acetabulum.
- c. Severe and permanent damage to his bladder.
- d. A cracked vertebrae with damage to the nerve root at L5-S1

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11. The First Plaintiff was taken to the George Town Hospital where he had surgery done on his bladder which had been crushed. He required a transfusion of 16 pints of blood and a respirator to breathe. The First Plaintiff spent three days at the George Town Hospital.
12. The First Plaintiff was then transported to Baptist Hospital where he remained on a respirator for over a week. His genitals bled and were enlarged from the trauma. The First Plaintiff still uses a catheter to urinate.
13. The First Plaintiff developed infections and fluid to his lungs. He developed a blood clot in his foot. He developed bed sores due to his inactivity.
14. The First Plaintiff was unable to move his right leg due to the severe injuries suffered.
15. On the 2nd August, 1996, the First Plaintiff was transferred from the rehabilitation unit at Miami Baptist to Lafayette General Medical Centre. The First Plaintiff remained at Lafayette General for another two weeks and was discharged on 16th August, 1996.
16. Since the First Plaintiff's discharge, he has been constantly monitored by a number of Doctors.
17. The First Plaintiff was still in a wheel chair on 4th September, 1996.

18. The First Plaintiff had various surgeries and procedures done on 2nd October, 1996 and 8th November, 1996.

19. The First Plaintiff still suffers significantly from his injuries and has continued to have the following problems:

- a. Significant problems with his bladder, with a catheter in his bladder and penis.
- b. No control over his bladder and very little control over his bowels. The Plaintiff frequently has accidents due to a loss of control.
- c. The Plaintiff suffers from a condition known as "drop foot" due to an injury to the nerve in his right leg. His toes drag and interferes with his ability to lift his right foot.

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- d. The First Plaintiff has not had an erection since the accident.
- e. The First Plaintiff walks in a somewhat bent over posture due to his back and hip injuries.
- f. Depression due to injuries from this accident.



20. As a result of the injuries sustained from the accident, the First Plaintiff will never work again. He will not be able to earn a similar salary as he was previously earning with the First Defendant.

21. By reason of his injuries, the First Plaintiff has suffered loss and damage.

22. The First Plaintiff has suffered pain and loss of amenities as a result of his injuries.

23. The First and Second Defendants are liable to the First Plaintiff for the damages which he has suffered.

24. That as a result of the injuries sustained by the First Plaintiff, the Second Plaintiff has sustained loss and damage.

PARTICULARS

- a. The Second Plaintiff has suffered emotional trauma as a result of the injuries to the First Plaintiff.
- b. The Second Plaintiff has been denied conjugal relations with the First Plaintiff as a result of the injuries.
- c. The Second Plaintiff has suffered a loss of income as a result of the First Plaintiff's injuries.

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25. The Plaintiffs are the parents of a child 16 years of age.

AND THE PLAINTIFFS CLAIM AGAINST THE DEFENDANTS

- a. Special Damages which continue to escalate and are presently unestimated.
- b. General Damages.
- c. Pre-judgment interest in accordance with Section 34 of the Judicature Law (1995 Revision).
- d. Post-judgment interest in accordance with Section 34 of the Judicature Law (1995 Revision)
- e. Such further and other reliefs.
- f. Costs.



DATED this 19th day of September 1997.

Quin & Hampson.

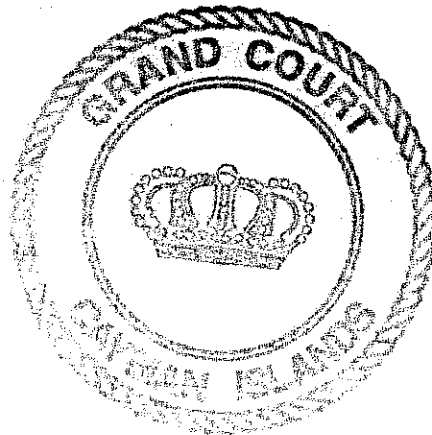
QUIN & HAMPSON

Attorneys-at-Law for the Plaintiffs

To: The Clerk of the Court

And to: The Defendants

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THIS STATEMENT OF CLAIM is filed by Messrs. Quin & Hampson, Attorneys-at-Law, 3rd Floor, Harbour Centre, P.O. Box 1348, George Town, Grand Cayman, Cayman Islands, B.W.I.

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 installments 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 his 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.

BETWEEN: (1) JACK L. SCOGGINS
(2) DEBRA SCOGGINS Plaintiffs

AND: (1) QUARRY PRODUCTS LTD.
(2) JEFF RINALDI 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.

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

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.

Messrs. Quin & Hampson
Attorneys-at-Law
Third Floor, Harbour Centre
P.O. Box 1348
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.