

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: 31 OF 2018

BETWEEN:

NIKOLAY MITEV

PLAINTIFF

AND:

RESORT SPORTS LIMITED

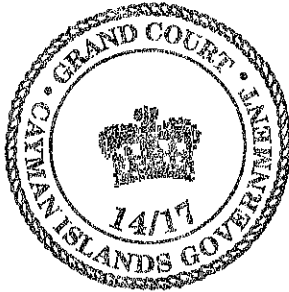
FIRST DEFENDANT

CAYMAN FIRST INSURANCE COMPANY LIMITED

SECOND DEFENDANT

AITHERAS AVIATION GROUP

THIRD DEFENDANT



WRIT OF SUMMONS

TO: **Resort Sports Limited**

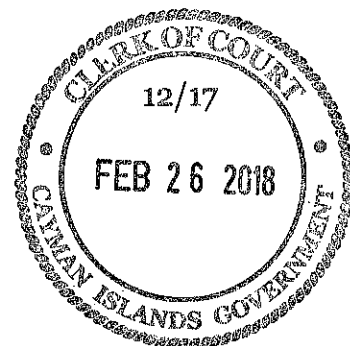
Dorcy Drive
George Town
Grand Cayman
Cayman Islands

Cayman First Insurance Company Limited

P.O. Box 2171
Grand Cayman
KY1-1105

Aitheras Aviation Group

2301 N Marginal Road
Cleveland
Ohio
44114



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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, 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 February 2018

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.

And as a Noticed Party to:

STATEMENT OF CLAIM

1. At all material times the Plaintiff was a crewmember/employee of the First Defendant as a seaman and was a crewmember of the First Defendant's sea vessel, named the Galleon Diver (hereinafter referred to as "Subject Vessel").
2. The Plaintiff was in the service of the Subject Vessel as a seaman at all material times.
3. At all material times, the First Defendant had an absolute non-delegable duty to provide the Plaintiff with a seaworthy vessel.
4. The First Defendant owned, managed, operated and/or controlled and/or was responsible for the design, repair, upkeep, and maintenance of the Subject Vessel.
5. At all times material, the First Defendant was aware and had knowledge and notice that the Subject Vessel had a broken bilge pump which caused water to fill in the hull and that there was gas leaking from the fuel tank. Despite repeated notifications by the crew, the First Defendant failed to correct and remedy these known defective conditions.
6. On or about the morning of 28 February 28 2015, while in the service of the Subject Vessel, the Plaintiff was ordered by his superior to switch the cables from the broken bilge pump and connect them to the mid-ship bilge pump.
7. The Plaintiff was seriously injured, suffering third degree burns to over 87% of his body, inhalation injuries and burns to his eyes, as a result of an explosion and/or fire in the hull when the Plaintiff was attempting to follow the instructions of his superior.
8. The accident was caused by the negligence of the First Defendant and/or its agents, servants and/or employees.
9. At all material times, the Plaintiff understands that the Second Defendant was the First Defendant Employer's Liability Insurer.
10. At all material times, the Third Defendant provided the Plaintiff medical transportation services. During the provision of such services, the Third Defendant transported the

- (xii) Failure to warn the Plaintiff of dangerous conditions leading to explosion and/or fire on the Subject Vessel;
 - (xiii) Failure to warn the Plaintiff of dangers of explosion and/or fire on the Subject Vessel;
 - (xiv) Failure to provide adequate assistance to the Plaintiff;
 - (xv) Failure to provide adequate training to the Plaintiff;
 - (xvi) Failure to provide adequate supervision of the Plaintiff;
 - (xvii) Failure to provide adequate crew aboard the Subject Vessel;
 - (xviii) Failure to provide adequate crew to inspect and/or maintain and/or service the Subject Vessel;
 - (xix) In other manners expected to be discovered during the course of ongoing investigation and discovery;
 - (xx) Failure to provide the Plaintiff medical care in a timely manner after his initial injury; and
 - (xxi) Failure to ensure that the Plaintiff received adequate medical care, equipment, and training or to adequately provide medical care for Plaintiff's severe and complicated physical and mental conditions
12. By reason of the aforementioned, the Plaintiff has suffered personal injury, loss and damage.

Particulars of Negligence against the Second and Third Defendant

13. It is averred that the Plaintiff also incurred financial liability as a direct result of the fault and negligence of Second and Third Defendant and/or its agents, servants and/or employees as follows:

- (i) Representations, warranties and guarantees made to the Medical Center that the Plaintiff would be indemnified for all medical expenses incurred; and
- (ii) Failure to appreciate, when making such representations referred to above, that the medical expenses incurred may not be covered by the First Defendant's Employer's Liability policy and/or that they may exceed the maximum level of indemnity.

Particulars of General Damage

14. As a result of the negligence of Defendant and/or its agents, servants and/or employees, the Plaintiff suffered severe injuries about his body and extremities. Such injuries consisted of third degree burns to over 87% of his body, inhalation injuries and burns to his eyes.

15. In summary, the Plaintiff suffered the following as a direct result of the Defendant's negligence:

- (i) Pain, suffering and loss of amenity;
- (ii) Mental anguish;
- (iii) Reasonable fear of developing future physical and medical problems;
- (iv) Loss of enjoyment of life;
- (v) Physical disability;
- (vi) Physical impairment and disfigurement;
- (vii) Inability to conduct normal pursuits and pleasures of life;
- (viii) Feelings of economic insecurity caused by disability; and
- (ix) Aggravation of any previously existing conditions therefrom.

16. Following the accident, the Plaintiff was transported to the Medical Center for urgent and life-saving medical care.
17. The Plaintiff remained hospitalized at the Medical Center from 1 March 2015 to 25 July 2015 (inclusive).
18. The Plaintiff reserves to the right to rely upon his medical records and medical expert evidence to fully document his injuries, symptoms and treatment.

Particulars of Special Damages

19. In addition to Pain, Suffering and Loss of Amenity, the Plaintiff also pursues claims in relation to the follow heads of loss:
 - (i) Past Gratuitous Care and Assistance;
 - (ii) Future Gratuitous Care and Assistance;
 - (iii) Past Medical Treatment Costs;
 - (iv) Future Medical Treatment Costs;
 - (v) Past Medication Costs;
 - (vi) Future Medication Costs;
 - (vii) Past Loss of Earnings;
 - (viii) Future Loss of Earnings;
 - (ix) Past loss of fringe benefits that were provided by the Defendant up to the date of accident; and
 - (x) Future loss of fringe benefits that were provided by the Defendant up to the date of accident

20. The Plaintiff continues to receive treatment for his injuries. Therefore, the full particulars of future damages are not known at this time and will be provided in due course.

21. The Plaintiff will claim interest pursuant to section 34 of the Judicature Law (as Revised).

AND THE PLAINTIFF claims:

1. General Damages;
2. Special Damages;
3. Interest in accordance with the Judicature Law (as Revised); and
4. Costs.

McGrath Tonner

McGrath Tonner

Attorneys for the Plaintiff

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AND:

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DEFENDANT

CAYMAN FIRST INSURANCE COMPANY LIMITED

SECOND DEFENDANT

AITHERAS AVIATION GROUP

THIRD DEFENDANT

SCHEDULE OF SPECIAL DAMAGES

The Plaintiff will provide a full Schedule of Special Damages to particularise all special damages sought up to the date of trial in due course.

The Plaintiff will pursue claims for Past Gratuitous Care and Assistance, Future Gratuitous Care and Assistance, Past Medical Treatment Costs, Future Medical Treatment Costs, Past Medication Costs, Future Medication Costs, Past Loss of Earnings, Future Loss of Earnings, Past Loss of Fringe Benefits and Future Loss of Fringe Benefits

**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

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.

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PLAINTIFF

AND:

RESORT SPORTS LIMITED

DEFENDANT

CAYMAN FIRST INSURANCE COMPANY LIMITED

SECOND DEFENDANT

AITHERAS AVIATION GROUP

THIRD 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.

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

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.

McGrath Tonner
Attorneys at Law
5th Floor Genesis Building
Genesis Close
PO Box 446
George Town
Grand Cayman
Attn: Mr. Michael Waugh

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

[Empty box for defendant's attorney indorsement]