

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 67 OF 2018

BETWEEN

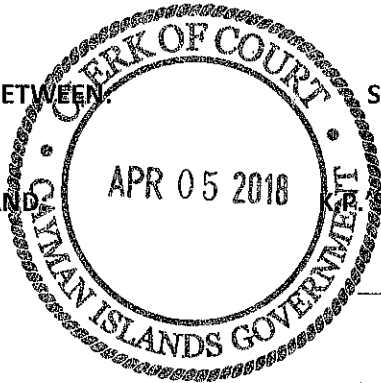
SHELDON SCOTT JR

PLAINTIFF

AND

HEAVY EQUIPMENT LTD

DEFENDANT



WRIT OF SUMMONS

To: K.P.'s Heavy Equipment Ltd.
41 Peckwood Street
Newlands
Grand Cayman



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of c/o Campbells, 4th Floor, Willow House, Cricket Square, George Town, Grand Cayman in respect of the claim set out in 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, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement within the time stated, or if you return the Acknowledgement, 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 4th day of April 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 of Acknowledgment for Service are given with accompanying form.

BETWEEN: SHELDON SCOTT JR PLAINTIFF

AND: K.P.'S HEAVY EQUIPMENT LTD DEFENDANT

STATEMENT OF CLAIM

1. At all material times the Plaintiff was Caymanian and an employee of the Defendant engaged as a labourer.
2. At all material times the Defendant was a business that that operated a marl quarry at K.P.'s Rock Quarry in Northside, Grand Cayman, Cayman Islands ("the **Worksite**").
3. At around 8.45am on 9 April 2015, the Plaintiff while acting in the course and scope of his duties was involved in an accident on the Worksite.
4. The Plaintiff had been assigned and instructed by his foreman to collect debris from below a moving marl conveyor belt/crusher. The debris that he was assigned to collect had fallen off the conveyor belt. Whilst undertaking this task the Plaintiff's clothing became entangled in the moving conveyor belt resulting in the Plaintiff sustaining injuries due to him being dragged by the conveyor belt with his left leg becoming stuck between the moving conveyor belt and pulley ("the **Accident**").
5. The Accident was caused by the Defendant, their employees or agents acting in the course of their employment.

PARTICULARS OF NEGLIGENCE

- a) The Defendant failed to maintain a safe worksite;
- b) The Defendant failed to heed or to maintain a safe system of work in the circumstances;
- c) The Defendant failed to conduct or heed a safety hazard assessment of work in the circumstances;
- d) The Defendant failed to ensure so far as reasonably practicable the health safety and welfare of the employees and the Plaintiff in particular;

- e) The Defendant failed in all the circumstances to discharge the duty of care owed to workers on site and to the Plaintiff in particular;
- f) The Defendant failed to retain control of his motor vehicle at all material times;
- g) The Defendant failed to provide a Site Safety Officer at the Worksite;
- h) The Defendant failed to provide safety training to the Plaintiff;
- i) The Defendant failed to arrange safety meetings for its employees and for the Plaintiff in particular;
- j) The Defendant failed to provide the Plaintiff with a written safety policy;
- k) The Defendant failed to install safety guards at the nip point of the marl conveyor belt/crusher;
- l) The Defendant failed to install emergency stop controls and/or emergency stop buttons at an accessible point on the marl conveyor belt/crusher;
- m) The Defendant failed to take adequate care for the safety of the Plaintiff; and
- n) The Defendant exposed the Plaintiff to the foreseeable risk of injury.

BREACH OF STATUTORY DUTY

- o) Statutory breaches of Part VIII of the Labour Law (2011 Revision).
 - p) Statutory breaches of the Labour (Occupational Safety and Health) (Construction Industry) Regulations, 2008.
6. By reasons of the Defendant's aforesaid negligence and breach of common law and statutory duty, the Plaintiff suffered personal injury, loss, damage and expenses.

PARTICULARS OF INJURY

- 7. The Plaintiff, who was born on 6 January 1990, was aged twenty-five (25) at the time of the accident.
- 8. The Plaintiff sustained severe left distal femur fracture requiring emergency evacuation from the Cayman Islands to the United States to obtain medical treatment.
- 9. The Plaintiff reserves the right to obtain and serve updated medical evidence.

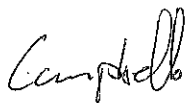
PARTICULARS OF LOSSES AND EXPENSES

10. The Plaintiff's claim, includes, but is not limited to past and future medical expenses, past and future cost of care and future loss of earnings. Full particulars of which will be provided prior to trial.
11. The Plaintiff claims interest at the prevailing statutory rate.

WHEREFORE THE PLAINTIFF claims:

- a) Damages;
- b) Past and future losses and expenses;
- 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) Further and/or other relief; and
- f) Costs.

Dated: 5 April 2018



CAMPBELLS
Attorneys for the Plaintiff

BETWEEN: SHELDON SCOTT JR PLAINTIFF

AND: K.P.'S HEAVY EQUIPMENT 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.
2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
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)

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.

**Campbells
4th Floor Willow House
PO Box 884
George Town
Grand Cayman KY1-1103
(Ref: STM/GH/15032-23509)**

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

**Travers Thorp Alberga
Harbour Place, 2nd Floor
PO Box 472
103 South Church Street
George Town
Grand Cayman, KY1-1106**

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.