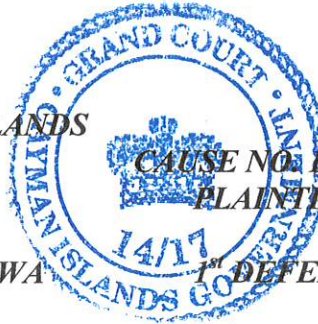


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 132 OF 2019
PLAINTIFF

BETWEEN WILBUR MARION THOMPSON

AND DR. SUSHEEL AMARLAL WADHWA 1st DEFENDANT

AND HEALTH CITY CAYMAN ISLANDS LTD. 2nd DEFENDANT

AND DR. DHRUVA KUMAR 3rd DEFENDANT

AND DR. SUSAN PAUL 4th DEFENDANT

AMENDED WRIT OF SUMMONS

TO: Dr. SUSHEEL AMARLAL WADHWA & HEALTH CITY CAYMAN ISLANDS
1283 Seaview Road
High Rock, East End
Grand Cayman



AND TO: DR. DHRUVA KUMAR & DR. SUSAN PAUL
c/o The Health City Hospital The Health City Hospital
1283 Seaview Road 1283 Seaview Road
High Rock, East End High Rock, East End
Grand Cayman Grand Cayman

THIS AMENDED 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 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 Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or return the 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 judgement may be entered against you forthwith without further notice.

Issued this day of 2019
Reissued this day of 2019

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 Acknowledgement of Service are given with the accompanying form.

AMENDED ENDORSEMENT

The Plaintiff claims against the Defendants to recover damages for Personal Injury caused by the negligent treatment administered to him by the Second Defendants employees, servants and agents, including the First, Third & Fourth Defendants during the period 6th August 2019 to 31st August 2019 while he was a patient of the Second Defendants Hospitalentity.

AND THE PLAINTIFF CLAIMS:

1. General Damages
2. Past Special Damages (to date of filing and to date of hearing)
3. Future Special Damages
4. Pre-Judgment and Post-Judgment Interest Pursuant to the Judicature Law
5. Costs.

Dated this 25th day of July 2019

Re-dated this 8th day of August 2019



Murray & Westerborg

THIS AMENDED WRIT was issued by Murray & Westerborg, Attorneys-at-Law, for and on behalf of the Plaintiff whose address for service is that of his said Attorneys-at-Law, the Second Floor (Southwest Wing), Cayman Shipping Centre Building, 10 Shipping Lane, George Town, Grand Cayman.

BETWEEN WILBUR MARION THOMPSON PLAINTIFF
AND DR. SUSHEEL AMARLAL WADHWA 1st DEFENDANT
AND HEALTH CITY CAYMAN ISLANDS LTD. 2nd DEFENDANT
AND DR. DHRUVA KUMAR 3rd DEFENDANT
AND DR. SUSAN PAUL 4th DEFENDANT

AMENDED STATEMENT OF CLAIM

1. The Plaintiff was at all material times a patient of the Second Defendant's Hospital, Health City Cayman Islands located at 1283 Seaview Road, High Rock, East End, Grand Cayman, Cayman Islands.
2. The First Defendant was at all material times a registered or held out by the Second defendant to be a registered Medical Practitioner pursuant to the relevant laws and regulations of the Cayman Islands and was an employee and purportedly acted in his actual or ostensible authority as an employee, servant or agent of the Second Defendant, or alternately acted in his own behalf.
3. The Second Defendant is registered as a Hospital and responsible for the administration, management and control of The Health City Cayman Islands Hospital. Its functions included the provisional of all medical, surgical, nursing and ancillary services at the hospital.
- 3.4. The Third and Fourth Defendants were at all material times registered or held out by the Second Defendant to be registered Medical Practitioners, specializing in anesthesia, pursuant to the relevant laws and regulations of the Cayman Islands and acted or purportedly acted in their actual or ostensible authority as employees, servants or agents of the Second Defendant, or alternately acted in their own behalf.
- 4.5. On or about the 4th day of August 2016 the Plaintiff consulted with the First Defendant, an employee in the employ of the Second Defendant in respect of a complaint to his back.
- 5.6. The Plaintiff was required to undergo a Magnetic Resonance Imagery (MRI) diagnostic procedure at the hospital.
- 6.7. On examination of the MRI of the Plaintiff's back the First Defendant advised the Plaintiff that he had two hiernated discs in his spine.

~~7.8.~~ The First Defendant further advised the Plaintiff that it was best that he had the same surgically repaired.

~~8.9.~~ The Plaintiff agreed to undergo the surgical procedure recommended by the First Defendant.

~~9.10.~~ On or about the 5th day of August 2016 in preparation for the recommended surgery the Plaintiff was required to undergo certain biochemistry tests at the facilities operated by the Second Defendant.

~~10.11.~~ The said tests revealed that the Plaintiff had an Assay of Serum Sodium of 119.84L, with the highlighted L indicating that it was low and below the recommended level range of 135.0-145.0.

~~11.12.~~ The said tests further revealed that the Plaintiff's Assay of Blood Chloride was 85.09L, with the highlighted L indicating that it was low and below the recommended level range of 98.0-110.0.

~~12.13.~~ Following the surgery, **done under general anesthesia**, the Plaintiff complained of muscle cramps, constipation, confusion and inability to pee.

~~13.14.~~ The Plaintiff was hospitalized at the Defendant's facilities on the 13th August 2016 when he was discharged and sent home.

~~14.15.~~ While at home the Plaintiff felt such discomfort caused by his inability to urinate and have a bowel movement that he was returned to the Defendant's facilities on or about the 17th day of August 2016.

~~15.16.~~ The Defendant's said staff admitted the Plaintiff to the hospital as an in-patient and purported to treat him appropriately for his injury and complaints.

~~16.17.~~ On his readmission to the Hospital the Defendant's doctors diagnosed the Plaintiff as suffering from Guillain-Barre Syndrome (GBS) and proceeded to treat him for such condition.

~~17.18.~~ The Plaintiff was not suffering from GBS and in consequence of the Defendant's treating him for such his condition rapidly deteriorated.

~~18.19.~~ On or about the 31st day of August 2016 the Plaintiff was airlifted off the Island and flown to the State of Florida in the United States of America where he was re-diagnosed and treated for his condition.

~~19.~~ The Plaintiff's said condition was caused by the negligence of the Defendants.

Particulars of Negligence of First Defendant

- (i) Failing to advise the Plaintiff of the low levels of serum sodium and blood chloride and the potential risk they posed post surgery;
- (ii) Operating on the Plaintiff when both his sodium level and/or blood chloride levels were dangerously low.
- (iii) Failing to manage or control the Plaintiff's injury appropriately and/or properly.

Particulars of Negligence of Second Defendant

- (a) Failing to provide competent or sufficiently trained or experienced medical staff;
- (b) Failing to provide adequate treatment;
- (c) Failing to manage or control the Plaintiff's injury appropriately or properly;
- (d) Mis-diagnosing and treating the Plaintiff for Guillain-Barre Syndrome;
- (e) Failing to provide and/or treat the Plaintiff with catheters following his surgery;
- (f) Failing to remove a catheter from the right arm of the Plaintiff;

Particulars of Negligence of Third & Fourth Defendants

- (i) Failing to exercise the standard of care of a reasonably competent specialist in the field of anesthesia.

20. By reason of the matters aforesaid, the Plaintiff has suffered personal injury, loss and damage.

Particulars of Injuries

- (i) Mild to moderate cognitive linguistic deficits;
- (ii) Decreased short-term memory, attention, reasoning, problem solving and word fluency;
- (iii) Renal insufficiency;
- (iv) Constipation;
- (v) Urinary retention;
- (vi) Hyponatremia;
- (vii) Lower extremity weakness;
- (viii) Decrease in ADLS and functional mobility such as: ambulation, stair negotiation, bed mobility, transfers, positional tolerances, bending, lifting, twisting and carrying;
- (ix) Decrease in lumbar/trunk ROM;
- (x) Temporary loss of speech;
- (xi) Phlebitis;
- (xii) Urinary Tract Infection;

- (xiii) Enthesopathy;
- (xiv) Polydipsia;
- (xv) Disorientation as to time, place and situation;
- (xvi) Depression with anxiety;
- (xvii) Adjustment Disorder;
- (xviii) Hypoosmolality;
- (xix) Dementia;
- (xx) Abnormal nerve conduction;
- (xxi) Abnormalities of gait and mobility;
- (xxii) Difficulty responding to verbal information

Amended Particulars of Special Damages

(a)	CVS Pharmacy 10/09/2016	US\$	43.67
(b)	CVS Pharmacy 9/09/2016	US\$	74.83
(c)	Payment to Health City Cayman Islands 13/8/2016	US\$	1,200.00
(d)	CVS Pharmacy 12/10/2016	US\$	122.50
(e)	Payment to ALC Home Health, Inc. 11/10/2016	US\$	7,510.00
(f)	Payment to OXXO Doral 8/10/2016	US\$	91.68
(g)	CVS Pharmacy 7/10/2016	US\$	92.68
(h)	Payment to ALC Home Health Inc 15/09/2016	US\$	1,920.00
(i)	Payment to Courtesy Care Supplies 4/10/2016	US\$	136.24
(j)	Payment to Provident at the Blue 28/09/2016	US\$	2,672.89
(k)	Payment to OXXO Doral 27/09/2016	US\$	51.96
(l)	Payment to ALC Home Health Inc 26/09/2016	US\$	10,195.53
(m)	CVS Pharmacy 23/09/2016	US\$	27.15
(n)	Payment to ALC Home Health Inc 20/09/2016	US\$	1,017.45
(o)	Payments to OXXO Doral 19/09/2016	US\$	324.37
(p)	CVS Pharmacy 18/09/2016	US\$	25.42
(q)	CVS Pharmacy 17/09/2016	US\$	135.42
(r)	Walgreen 17/09/2016	US\$	109.91
(s)	CVS Pharmacy 16/09/2016	US\$	53.78
(t)	CVS Pharmacy 15/09/2016	US\$	27.32
(u)	Payment to ALC Home Health Inc 14/11/2016	US\$	6,720.00
(v)	Payment to OXXO Doral	US\$	116.13
(w)	Payments to Quest Diagnostics 10/11/2016	US\$	744.44
(x)	Payment to ALC Home Health Inc 7/11/2016	US\$	5,760.00
(y)	Payment to Courtesy Care Supplies 1/11/2016	US\$	136.24
(z)	Payment to ALC Home Health Inc 31/10/2016	US\$	7,680.00
(aa)	Payment to Provident At The Blue 29/10/2016	US\$	29.77
(bb)	Payment to Grouse Urology LLC 19/10/2016	US\$	100.00
(cc)	Payment to ALC Home Health Inc 17/10/2016	US\$	6,720.00
(dd)	Payment to Provident At The Blue 16/10/2016	US\$	207.92
(ee)	Payment to ALC Home Health Inc 21/11/2016	US\$	4,800.00
(ff)	Payment to Avis Rent-A-Car 20/11/2016	US\$	903.71
(gg)	Payment to Chevron Oviedo 0210729 20/11/2016	US\$	69.98

(hh)	Payment to OXXO Doral	US\$ 38.72
(ii)	Air Ambulance Cost 29/08/2016	US\$ 5,000.00
(jj)	Cost of Airline Tickets For 3 Family Members 28/10/2016	US\$ 907.22
(kk)	Cost of Airline Tickets for Plaintiff & Wife 29/11/2016	US\$ 308.76
(ll)	Payment to ALC Home Health Inc 24/08/2016	US\$ 7,680.00
(mm)	Air Ambulance Balance Payment 29/09/2016	US\$ 33,081.39
		US\$106,837.08
(nn)	Estimate of expenses paid by Mrs. Karin Thompson	<u>US\$350,000.00</u>
		<u>US\$456,837.08</u>
(nn)	Fees paid by Mrs. Karin Thompson	To Be Provided

21. Further the Plaintiff claims interest upon such damages as may be awarded to him pursuant to the Judicature Law.

Statement As Regards Interest

The prescribed rate of interest as of the 31st day of August 2016 to the present is 2.38% per annum

Particulars of Interest

~~CI\$106,837.08 x 2.38% x 365/365~~
~~CI\$106,837.08 x 0.024/365 = 7.02~~
~~CI\$456,837.08 x 2.38% x 365/365~~
~~CI\$456,837.08 x 0.024/365 = \$30.03~~

Statement as to Interest

Interest currently accrues at the rate of CI\$7.02 **\$30.03** per diem

AND THE PLAINTIFF CLAIMS:

6. General Damages
7. Past Special Damages (to date of filing and to date of hearing)
8. Future Special Damages
9. Pre-Judgment and Post-Judgment Interest Pursuant to the Judicature Law
10. Costs.

Dated the 31st day of July 2019

~~Redated~~ 8th August 2019



Murray & Westerborg
Plaintiff's Attorneys-at-Law

BETWEEN	WILBUR MARION THOMPSON	PLAINTIFF
AND	DR. SUSHEEL AMARLAL WADHWA	1st DEFENDANT
AND	HEALTH CITY CAYMAN ISLANDS LTD.	2nd DEFENDANT
AND	DR. DHRUVA KUMAR	3rd DEFENDANT
AND	DR. SUSAN PAUL	4th DEFENDANT

**AMENDED ACKNOWLEDGEMENT 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 judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.

1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement 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 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 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:

Murray & Westerborg
Attorneys-at-Law
2nd Floor, (Southwest Wing)
Cayman Shipping Centre
10 Shipping Lane
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:

[Empty box for Defendant's Attorney indorsement]