

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: /2020

BETWEEN:

STEVE CAMPBELL

PLAINTIFF

AND

KERRY-ANN JOHNSON

RESPONDENT

WRIT OF SUMMONS

TO: Kerry-Ann Johnson
52 Scholars Drive
West Bay
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 the Writ on you, (or where this Writ is served on you out of the jurisdiction pursuant to an Order of the Court, within 28 days) counting the days of service, you must either satisfy the claim of return to the Court Office, P.O. Box 495, George Town, Grand Cayman, KTI-1106, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

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

ISSUED this ___ day of October 2020.

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

IMPORTANT

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

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RESPONDENT

STATEMENT OF CLAIM

1. The Plaintiff is an Automotive Service Professional for over 22 years and prior to the 11th day of October 2017 was employed as a Service Manager for the period February 2017 to October 2017 at Tony's Toys Automotive Center.
2. The Defendant is an Accountant, who was at all material times also employed at Tony's Toys Automotive Center.
3. On or about the 11th day of October 2017, the Defendant spoke and published of the Plaintiff in the presence of Mr. M. Anthony Williams, the Managing Director of the said Tony's Toys Automotive Center and then employer of both the Plaintiff and the Defendant, the following words, which are defamatory of the Plaintiff and also of him in the way of his profession and office, that she was:

'...receiving explicit message since 9th September 2017 until 11th October 2017, along with a photo of a penis, who she believes to be an employee with the company, Mr. Steve O'Neil Campbell'.
4. On the 11th day of October 2017, the Defendant requested that the Royal Cayman Islands Police Service ("RCIPS") attend upon Tony's Toys Automotive Center.
5. Upon the arrival of the RCIPS officers, the Defendant indicated to them that she was uncomfortable going to work, that she reported the matter to her employer and wanted to leave the company. She said that she was:

‘...receiving explicit message since 9th September 2017 until 11th October 2017, along with a photo of a penis, who she believes to be an employee with the company, Mr. Steve O’Neil Campbell’.

6. The Defendant provided officers with a statement which was recorded in her office, as well as copies of the messages and a blurred photograph alleged to be of the Plaintiff’s penis, which she was unable to download to her phone.
7. The Plaintiff was subsequently arrested on the 11th day of October 2017 at Tony’s Toys Automotive Center, in the office and in the presence of the company owner, Mr. M. Anthony Williams. He was transported to the Cayman Islands Detention Centre, booked, processed and bailed to return the following day to be interviewed.
8. The words complained of in paragraphs 3, 5 and 6 were seriously defamatory of the Plaintiff and of them in their profession.
9. In their natural and ordinary meaning the words so stated of the Plaintiff and complained of at paragraphs 3, 5 and 6 above meant and were understood to mean that the Plaintiff had sent or was suspected of sending inappropriate messages and pictures to his coworker, the Defendant, over an Information, Communication and Technology network and therefore committed an offence punishable by imprisonment.
10. By reason of the publication of the words complained of above, the Plaintiff’s reputation and credit as a Service Manager and professional has been seriously harmed and the Plaintiff has suffered considerable hurt, distress and embarrassment. The Plaintiff was employed in a prominent position, arrested at his place of work in broad daylight and in the presence of his employer, and escorted from the premises by officers of the RCIPS in full view of his coworkers and members of the public before being transported to the detention centre. This has damaged his reputation with the company and his employer, and he was consequently relieved of his position there on the 11th day of October 2017 due to the words complained of. Furthermore, it was his first time being arrested and he suffered inconvenience and distress as a result of his detention.
11. Further, or in the alternative, the words complained of were false and malicious in that:

PARTICULARS OF FALSITY

- a. The Plaintiff did not send the messages complained of to the Defendant;
- b. The Plaintiff did not own the phone number the messages were allegedly sent from.

PARTICULARS OF MALICE

- a. The Defendant asserted her belief that the Plaintiff was behind the messages she received and knew that such an accusation would likely result in the sanction or dismissal of the Plaintiff from Tony's Toys Automotive Center due to their serious nature;
- b. The Defendant was aware, indifferent and/or reckless as to the truth or falsity of her statements regarding the Plaintiff as complained of in paragraphs 3, 5 and 6 above;
- c. The Defendant made the statements as complained of in paragraphs 3, 5 and 6 above with improper motive;
- d. The Defendant has failed and/or refused to apologise to the Plaintiff or make amends.

12. The words complained of were calculated to cause pecuniary damage to the Plaintiff.

13. The Plaintiff will rely on the following facts and matters in support of his claim for special damages:

PARTICULARS OF SPECIAL DAMAGE

- a. On or about the 11th day of October 2017 the Plaintiff was dismissed from his employment at Tony's Toys Automotive Center and remained unemployed until January 2018. He has consequently lost remuneration at the monthly rate of **KYD\$3,000.00** amounting to **KYD\$9,000.00**; and
- b. On about October 2020 paid **KYD\$100.00** for police records related to incident.
- c. The Plaintiff reserve the right to plead further and better particulars of special damages.

14. The Plaintiff also claims damages for libel and/or slander and further, or in the alternative, for malicious falsehood in relation to each and every one of the following as set out above:

- (i) The Defendant's oral statements set out in paragraphs 3, 5 and 6 above;
- (ii) The Defendant's statements to the police as set out in paragraph 6 above.

15. The Plaintiff will rely on the following facts and matters in support of a claim for damages, including aggravated damages:

(a) The Defendant would have known and understood that making the above allegations without making any adequate checks or attempts to verify the facts before publication and failure to apologise to the Plaintiff and/or retract the said statements would be highly destructive of the confidence of the Plaintiff's employer and colleagues, and would likely destroy or damage the career of the Plaintiff at Tony's Toys Automotive Center and his future employment prospects.

(b) Notwithstanding the seriousness of the allegations made against the Plaintiff, the Defendant made no attempt to contact the Plaintiff prior to lodging her complaints with her employer or the RCIPS, to put to him the allegations she intended to make, and give him the opportunity to refute them. The Plaintiff will ask the Court to infer that this was because the Defendant believed or suspected the allegations against the Plaintiff were completely untrue, but did not wish to take any steps which would turn that belief or suspicion into certainty.

16. Further, the Plaintiff will rely on the above matters and the following facts and matters in support of a claim for damages, including exemplary damages:

(a) The Defendant lodged her complaints before and in the presence of the Plaintiff's employer to ensure that her defamatory allegations would do the greatest possible damage to the Plaintiff, his reputation and professional position. The damage would be suffered before there could be any refutation by the Plaintiff and would stain his reputation regardless of the outcome.

(b) The Defendant published the words complained of knowing that they were false, or recklessly, not caring whether they were true or false, in the hope or expectation that the Plaintiff's personal and professional prospects would be adversely affected.

17. The Plaintiff claims pre and post-judgment interest on his damages pursuant to s.34 of the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules 1995 as amended.

AND THE PLAINTIFF THEREFORE CLAIMS:

1. General, Special, Aggravated and Exemplary Damages for libel and/or slander and/or for malicious falsehood by reason of the Defendants' statements as set out in paragraphs 3, 5 and 6 above;
2. Pre-Judgment and Post-Judgment Interest pursuant to s.34 of the Judicature Law (2013 Revision) and the Judgment Debts (Rates of Interest) Rules 1995 as amended; and
3. Costs
4. Any further or other relief as this Honourable Court deems just.

CP Attorneys

CP Attorneys

Attorneys for the Plaintiff

Dated: 8th October 2020

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
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 "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 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 judgement 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 is 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 28 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 (.....)” his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized 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.

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 communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

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

CP Attorneys
Plaza Venezia Unit 11
38 North Sound Road
P.O. Box 561
Grand Cayman, KY1-1602
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.

[Empty box for Defendant's Attorney indorsement]