



**GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: OF 2022

BETWEEN:

MARLON THOMPSON

PLAINTIFF

AND:

SHANNON WHITTAKER

DEFENDANT

WRIT OF SUMMONS

TO: The Defendant
Shannon Whittaker

And as a Noticed Party To: Massy United Insurance Ltd
Unit C18, Cayman Technology Centre
P.O. Box 1995
Grand Cayman KY1-1104

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of 42 Sparrow Street, Bodden Town, Grand Cayman 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 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 4th day of April 2022

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.

This Writ and Statement of Claim is issued by KSG Attorneys at Law whose address for service is 4th Floor, Harbour Centre, 42 North Church Street, George Town, Grand Cayman. P.O. Box 2255 GT, KY1-1107. Thompson v Whittaker

STATEMENT OF CLAIM

1. At all material times the Plaintiff was the driver of a Toyota Probox registration 171 003 and the Defendant was the driver of a Honda Accord motor vehicle bearing registration number 180 263.
2. On 6th April 2019 at approximately 1.25pm, the Plaintiff was driving in an easterly direction along Shamrock Road towards Bodden Town, when in the vicinity of Countryside shopping centre, the Defendant pulled out of the intersection by the gas station and hit the back right tire of the Plaintiff's vehicle causing the Plaintiff to spin in the road and collide with a road sign.

Particulars of negligence

3. The Defendant was negligent in that she:
 - (a) failed to keep any or any proper look out;
 - (b) failed to give way;
 - (c) failed to see the Plaintiff in time or at all;
 - (d) pulled out of a minor road onto a major road when it was unsafe to do so;
 - (e) failed to apply her brakes whether in time or at all;
 - (f) failed to steer or control her vehicle so as to avoid the said collision;
4. By reason of the aforesaid, the Plaintiff has suffered personal injury, loss and damage.

Particulars of Injury

5. The plaintiff's date of birth is the 5 October 1977 and at the date of the accident he was 41 years old.
6. He was immediately shocked and dazed by the accident but wasn't immediately aware of any pain. He began to develop pain in his back and numbness in his hands over the following days. He therefore attended at the Accident and Emergency Department at George Town Hospital two days after the accident.
7. He was diagnosed as having suffered multiple injuries including: -
 - Jarring injuries to his arms
 - Jarring injuries to his legs
 - Neck injury
 - Back injury
 - Shock
8. He reattended at the hospital on the 11 April 2019 with continued pain, he underwent X-rays and was referred for physiotherapy.
9. He attended 18 sessions of physiotherapy at the hospital.
10. He has attended hospital both at George Town and Health City on numerous further occasions with significant lower back pain exacerbated by his job.

11. On the 22 March 2021 he underwent an MRI scan in view of the persistent pain. The scan confirmed an annular tear at L3/4 together with a disc bulge at L4/5.
12. He was absent from work for two months post-accident and thereafter returned but with restrictions. He has had to take several days off work due to the pain.
13. He underwent two sessions of chiropractic treatment with Dr Lippett.
14. In addition to his back pain, he continued to suffer shoulder pain.
15. He has a lot of difficulty sleeping due to the pain and suffered spasm on waking in the mornings.
16. Post-accident he had difficulty in caring for himself in terms of his personal hygiene tasks and also with heavy household chores.
17. Work can be very difficult as it is physically demanding. He also has difficulty travelling long distances.
18. He continues to have difficulty sitting or standing for long periods of time and carrying heavy objects. He is unable to exercise or jog as he did pre-accident.
19. He continues to suffer severe lower back and shoulder pain. He also occasionally suffers knee pain and numbness to his left foot.
20. The Plaintiff will rely on the medicolegal report of Mr Coombs who confirms the symptoms are permanent in nature and that he is disabled. Mr Coombs determines that there is a 20% risk of surgery being required and also the same risk that he will be forced to take early retirement.

Particulars of Special Damage

21. The Plaintiff's particulars of special damage will be supplied at a later date by way of a schedule of damages including but not limited to claims for medical treatment, loss of earnings, handicap on the open labour market, travel and gratuitous care.

AND THE PLAINTIFF CLAIMS:

1. General Damages;
2. Special Damages;
3. Interest in accordance with the Judicature Law (2017 Revision);
4. Costs



KSG Attorneys-at-Law
Attorneys for the Plaintiff

**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.

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.

KSG Attorneys-at-Law
4th Floor Harbour Centre
42 North Church Street
PO Box 2255
George Town
KY1-1107
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]