

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS****CAUSE NO: S2025-_____****BETWEEN:****Mr. Craig Anthony Brown****PLAINTIFF****AND:****(1) Cayman Islands Health Services Authority
(2) Roper's Enterprises Ltd.****DEFENDANTS****PLAINT****TO: (1) Cayman Islands Health Services Authority; and
(2) Roper's Enterprises Ltd.**

THIS PLAINT 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 this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495GT, George Town, Grand Cayman, KY1-1106, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a Default Judgment without any further notice to you.

Issued this [*24*] day of March 2025.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is an individual, normally resident in Grand Cayman, Cayman Islands.
2. The First Defendant is a body corporate established to provide inpatient and outpatient healthcare services in the Cayman Islands. It is sued in its corporate name pursuant to Section 3(3) of the Health Services Authority Act (2018 Revision).
3. The Second Defendant is a body corporate, registered in the Cayman Islands and provides janitorial services.
4. Between November and December 2022, for approximately six weeks, the Plaintiff was admitted to the First Defendant's care at the George Town Hospital, in order to receive treatment for an acute condition.
5. During his admission, the Plaintiff received treatment and care from a number of individuals, including Mr. Kenneth F. an Occupational Therapist and Ms. Jasmin P. a Social Worker ("**JP**"), both employed by the First Defendant.
6. On or around 28 November 2022, KF and/or JP visited the Plaintiff on the ward to inform him that his private apartment needed to be cleaned prior to his discharge and before he could return home. The Plaintiff informed KF and JP that he did not want any cleaning undertaken at his home and further that he did authorise anyone to access his private apartment.
7. Prior to his admission, the Plaintiff lived in a private apartment at Anthony Drive, off Smith Road. The apartment was secured with several locks, including a heavy-duty padlock on the front door ("**the Apartment**").
8. Upon his admission, the First Defendant took custody of some of Plaintiff's personal possessions, including a set of keys required to access the Apartment.
9. Without any authority from the Plaintiff, KF requested a quotation from the Second Defendant to carry out cleaning of the Apartment. The Plaintiff believes that KF and/or JP provided the Second Defendant with his keys to allow them to visit the Apartment for the purpose of preparing a quotation.
10. The Second Defendant provided a quotation to KF on 28 November 2022. The Plaintiff played no part in instructing the Second Defendant.
11. Between November and December 2022, the Plaintiff's keys were used to access the Plaintiff's Apartment *inter alia* to carry out cleaning.
12. When the Plaintiff was discharged from the First Defendant's care in December 2022, his keys were returned to him. Upon returning home, the Apartment was fully secured. Upon entering, the Plaintiff immediately realised that some of his valuable and sentimental personal possessions had been removed from the Apartment, including-
 - a) Barber's chair and a number of trimmers;
 - b) Bicycles (x2);

- c) Books on Caymanian history (x2);
 - d) Car keyfob;
 - e) Car wash equipment;
 - f) Clothes and shoes;
 - g) Gas bottles (x2);
 - h) Gold coins and jewellery;
 - i) Iron and ironing board;
 - j) Landscaping equipment, hosepipe and ladders;
 - k) Radios;
 - l) Standing fan;
 - m) Suitcases (x3);
 - n) Televisions (x2);
 - o) Tools;
 - p) Two cell phones;
 - q) Various sentimental family photographs and papers;
 - r) Vintage music recordings.
13. The value of the positional possessions removed from the Apartment exceeds CI\$20,000. The Plaintiff waives any claim for damages in excess of CI\$20,000.
14. The Plaintiff holds the First and Second Defendants vicariously liable for actions and omissions of their respective employees, servants or agents.
15. The Plaintiff holds the First and Second Defendants liable for the loss of his personal possessions, in that they: -

PARTICULARS OF NEGLIGENCE AND BREACH OF DUTY

AGAINST THE FIRST DEFENDANT

- a) Failed to keep the Plaintiff's keys safe and secure.
- b) Allowed the Plaintiff's keys to be used to access the Apartment without the Plaintiff's consent.
- c) Failed to ensure that the Apartment was kept secure.
- d) Instructed the Second Defendant to carry out cleaning of the Apartment without any authority to have done so.
- e) Failed to take any, or any proper steps to ensure that the Plaintiff's valuable and sentimental personal possessions were kept safe and secure and not removed from the Apartment.

PARTICULARS OF NEGLIGENCE AND BREACH OF DUTY
AGAINST THE SECOND DEFENDANT

- a) Accessed the Apartment without the Plaintiff's consent.
 - b) Failed to ensure that the Apartment was kept secure.
 - c) Carried out cleaning of the Apartment without any authority to have done so.
 - d) Failed to take any, or any proper steps to ensure that the Plaintiff's valuable and sentimental personal possessions were kept safe and secure and not removed from the Apartment.
16. Accordingly, the Plaintiff claims damages to be assessed together with pre-and post-judgment interest on those damages in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules 2012* at the statutory rate of 2.375%.

AND THE PLAINTIFF CLAIMS:

- (1) Damages limited to CI\$20,000;
- (2) Pre- and post-judgment interest on those damages in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules 2012* at the statutory rate of 2.375%.
- (3) Fixed Costs; alternatively, costs to be assessed.
- (4) Such further or other relief as the Court deems just.

DATED this [24] day of **March 2025**.


Mr. Craig Brown
The Plaintiff

150 Anthony Dr
917 9758-9279161
General delivery GT

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: S2025-_____

BETWEEN:

Mr. Craig Anthony Brown

PLAINTIFF

AND:

**(1) Cayman Islands Health Services Authority
(2) Roper's Enterprises Ltd.**

DEFENDANTS

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address –

2. State whether the Defendant intends to contest the action.

yes no

3. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

yes no

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

.....
Defendant's Signature

Dated this [] day of [], 2025.

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

.....
Defendant's Signature

REMINDER- This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman, within 14 days of receipt; otherwise, a default judgment may be entered against you.