



ID COURT OF THE CAYMAN ISLANDS
[ON

CAUSE NO: OF 2026

JAMAR SALMON

PLAINTIFF

AND:

- 1. D&F UNIQUE CONSTRUCTION**
- 2. WARREN GREENE LTD.**

DEFENDANTS

WRIT OF SUMMONS

TO: **D&F Unique Construction** with registered address being Elizabethan Square, 80 Shedden Road, George Town, Cayman Islands or 90 Godfrey Nixon Way, George Town, Cayman Islands and **WARREN GREENE LTD.** of PA Corporate Services Limited, PO Box 30310, 2nd Floor, Building C, Caribbean Plaza, 878 West Bay Road, George Town, Grand Cayman.

And as a Noticed Party To:

CG Britcay Insurance
BritCay House
236 Eastern Avenue
P.O Box 74
George Town
Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff with address c/o Samson Law Associates, The White House, 20 Genesis Close, PO Box 2425, George Town, Grand Cayman, KY1-1105 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 Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, 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 any intention to contest the proceedings, the Plaintiff may proceed with the action, and judgment may be entered against you forthwith without further notice.

DATED THIS 14th day of SEPTEMBER 2026

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 that date of original issuance unless renewed by order of the Court.

IMPORTANT

Directions for the Acknowledgement of service are given with the accompanying form.

This WRIT & STATEMENT OF CLAIM was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (Attn: Alexandria Fennell email: afennell@samsonlaw.ky)

STATEMENT OF CLAIM

1. The Plaintiff, at all material times, was a Labourer employed by C&M Group of Companies Ltd. t/a Open C Construction as its employee. The Plaintiff was employed to perform trades and labour. C&M Group of Companies Ltd. t/a Open C Construction prepared an agreement whereby the Plaintiff was subcontracted to D&F Unique Construction as a Labourer.

2. The 1st Defendant, at all material times, was a construction company and was an ordinary resident company registered in the Cayman Islands, with its address being located at Elizabethan Square, 80 Shedden Road, George Town, Cayman Islands. The 1st Defendant also had an address of 90 Godfrey Nixon Way, George Town, Cayman Islands. The 1st Defendant entered into a subcontractor contract with the 2nd Defendant on or about 5 December 2022. A term to this agreement was that the 1st Defendant would be considered a "Subcontractor". The 1st Defendant listed the 80 Shedden Road location on its pay slips and for all intents and purposes, this is the address known by the Plaintiff as its address.

3. The 2nd Defendant, at all material times, was an ordinary resident company registered in the Cayman Islands on 15 September 2016 under Company Number 315070, with its registered address being, PA Corporate Services Limited, PO Box 30310, 2nd Floor, Building C, Caribbean Plaza, 878 West Bay Road, George Town, Grand Cayman KY1-1202. The 2nd Defendant was considered a "Contractor", in accordance with a subcontractor contract entered into between the Defendants.

4. On or about the 15 September 2023, during the course of his employment with the Defendants, the Plaintiff was working as a construction worker/labourer at the Grove Too construction site, which was situated along the Seven-Mile Beach Corridor in Grand Cayman. The construction site was overseen and supervised by a site supervisor, Christian, who was employed by the 2nd Defendant. Christian would be considered the operator of a workplace within the meaning of the Employment Act 2003. The construction site would be considered a workplace within the meaning of the Employment Act 2003.

5. The Plaintiff, while on the construction site, along with other employees of the Defendants, was instructed by Christian to manually assist with the excavation of a pit/manhole that was dug by a backhoe being operated by Mr. Carlos Sinclair, a servant and/or agent of the 2nd Defendant.

6. There were no ladders provided by the 2nd Defendant, while on the construction site, which would have assisted the employees, including the Plaintiff, to enter and exit the said excavation pit. To enter and exit the pit, the Plaintiff was instructed by Christian, the 2nd Defendant's servant and/or agent, to climb onto and stand on the bucket of the backhoe whilst holding on to the articulated arm just below the joint section to support himself while he was being manouvered into the hole. The Plaintiff also carried his tools into the hole to assist him with his assigned task. This action was repeated on several occasions.

7. Towards the end of the workday, in the afternoon, the Plaintiff was again lowered into the pit by Carlos Sinclair. Mr. Sinclair instructed the Plaintiff to place his working tools which he used into the bucket and to stand on said bucket to be lifted out of the hole. The Plaintiff, while being lifted out of the pit, held onto the boom and upon Mr. Sinclair retracting the arm of the machine, the Plaintiff's right hand became caught in the arm of the machine.

8. The accident was caused by the negligence of the Defendants, their employees or agents, partly evidenced by breaches on the part of the Defendants, their employees or agents of their statutory duties under the Employment Act 2003.

PARTICULARS OF NEGLIGENCE OF THE 1ST DEFENDANT

9. The 1st Defendant, its employees or agents were negligent in that they:
- a. Failed to provide the Plaintiff and other employees with a ladder to assist with entering and exiting the pit.
 - b. Permitted its workers/employees to perform work in unsafe conditions.
 - c. Failed to take reasonable steps to prevent the occurrence of the accident.
 - d. Failed in all circumstances to provide a safe system of work at the site.

PARTICULARS OF NEGLIGENCE AND/OR BREACH OF STATUTORY DUTY OF THE 2nd DEFENDANT

10. The 2nd Defendant, its employees or agents were negligent and in breach of statutory duty in that they:

- e. Failed to provide the Plaintiff and other employees with a ladder to assist with entering and exiting the pit.
- f. Failed to provide proper and/or adequate supervision at the construction site.
- g. Permitted the Plaintiff to ride the backhoe boom to enter and exit the pit.
- h. Permitted its workers/employees to perform work in unsafe conditions.
- i. Failed to ensure that the operator in control of the backhoe operated it in a safe manner.

- j. Failed to take reasonable steps to prevent the occurrence of the accident.
- k. Failed to ensure that the machinery used on the worksite was operated and maintained in a manner consistent with safety and in compliance with the standards and guidelines recommended by the manufacturer contrary to s. 64 (2) (a) of the Employment Act.
- l. Failed to negligently by act or omission to act do anything that is likely to endanger him or others contrary to s.67 (3) of the Employment Act.
- m. Failed in all circumstances to provide a safe system of work at the site.

The Plaintiff also relies on the doctrine of *res ipsa loquitur*.

11. By reason of the aforesaid, the Plaintiff has suffered pain and injury and sustained loss and damage.

PARTICULARS OF INJURY OF THE PLAINTIFF

12. The Plaintiff, whose date of birth is 14 November 1994, was 28 years old at the date of the accident.

13. The Plaintiff was taken to the George Town hospital by the site supervisor, Christian. The Plaintiff was assessed at the hospital and received surgical intervention for the injuries he sustained.

14. The Plaintiff was assessed by Dr. Alwin Almeida as having sustained the following injuries:

- a. Crush injury to right middle finger
- b. Finger amputated through DIP joint
- c. Minimal bruising to surrounding tissue
- d. Complete traumatic metacarpophalangeal amputation of unspecified finger

15. Surgery (fingertip terminalization) was performed on his right middle finger on 15 September 2026. He was asked to return to the hospital on 18th, 21st, 25th and 28th September for cleaning of his wounds and to change the dressing on his finger. He was also scheduled to have his suture removal and follow up with Orthopedics clinic on 5th October 2023.

16. The Plaintiff commenced physiotherapy at Align Physiotherapy on the 24 October 2023 where he was being treated.

17. He was subsequently seen by Dr. Onur Berber, a consultant trauma & orthopaedic hand & wrist surgeon who assessed him for his injuries. Dr. Berber prepared a medical report dated 17 December 2023 and it is attached to this document for ease of reference.

18. The Plaintiff was first seen by Dr. Berber on 20 October 2023 at NovoClinic. Upon examination, Mr. Salmon reported the following regarding his injured finger:

- a Pain in right middle finger fingertip
- b Stiffness
- c Disturbance of hand function
- d Inability to grip
- e Difficulty sleeping because of the emotional trauma of the injury
- f Inability to perform heavy household chores
- g Inability to participate in recreational activities
- h Difficulty with personal hygiene

19. He was also inspected and it was found that his fingertip terminalization scar had healed, however there was still some swelling in the digit. He was also unable to clench a fist because of him experiencing stiffness to the finger.

20. Dr. Berber's overall opinion on the Plaintiff's injury is that he has considerable restriction on his activities of daily life including carrying out his normal professional duties in the construction industry. At the time of the preparation of the report, Dr. Berber was of the view that the Plaintiff's injury will affect his hand function in the short – medium term, i.e. 6-12 months. He further opined that the Plaintiff would have reduced grip strength in his right-hand long term. He asked for the Plaintiff to be reviewed in a year to provide a more updated assessment and prognosis.

21. On 10 October 2024, the Plaintiff was further assessed by Dr. Berber, thirteen months from the date of the injury. A second medical report outlining the findings of the assessment was prepared.

22. Dr. Berber in this report noted that upon examination of the right middle finger, there was a mature scar where the fingertip had thickened, and the scar was tethered to underlying tissue with little movement. He opined that the Plaintiff's progress had stabilized and is unlikely to improve further at 13 months from injury. He further opined that any further improvement in his symptoms will likely require further surgery. This would require further bone shortening, scar revision, nerve exploration and excision of possible neuromas.

23. A final report was prepared by Dr. Berber on 22 July 2025 which was an addendum to the initial report dated 17 December 2023. In this report, Dr. Berber addresses questions put to him by Counsel for the Plaintiff. The findings will be addressed below relating to the quantification of the Plaintiff's future treatments.

24. Further details of the Plaintiff's injuries are set out in the following medical records:

- a. George Town Hospital medical records – 26 October 2023
- b. Dr. Onur Berber Medicolegal Report – 17 December 2023

- c. Dr. Onur Berber Medicolegal Report – 10 April 2025
- d. Dr. Onur Berber Medicolegal Report (Addendum) – 22 July 2025

PARTICULARS OF SPECIAL DAMAGE

25. The special damages claimed by the Plaintiff are set out in the schedule of past and future expenses and losses served with this Writ & Statement of Claim.

STATEMENT AS TO INTEREST

26. The Plaintiff will claim interest pursuant to section 34 of the Judicature Act (2021 Revision) at half the rate as prescribed under the Judgment Debts (Rates of Interest) Rules (as amended) from 19 January 2023 to trial.

AND THE PLANTIFF CLAIMS:

- a. General Damages;
- b. Special Damages;
- c. Interest in accordance with the Judicature Act (2021 Revision);
- d. Costs; and
- e. Such further or other relief that his Honourable Court deems just.

DATED THIS 14th day of SEPTEMBER 2026



Samson Law Associates
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court
AND TO: The Defendants

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION****CAUSE NO: OF 2026****BETWEEN:****JAMAR SALMON****PLAINTIFF****AND:**

- 1. D&F UNIQUE CONSTRUCTION**
- 2. WARREN GREENE LTD.**

DEFENDANTS**SCHEDULE OF PAST AND FUTURE EXPENSES AND LOSSES**
OF PLAINTIFF**GENERAL DAMAGES****CI\$**

- | | |
|--|----------------|
| 1. Pain, suffering and loss of amenity | To be assessed |
| 2. Handicap on the labour market | To be assessed |

SPECIAL DAMAGES**• MEDICAL EXPENSES****Align Physiotherapy - \$19,210**

- a. 24 October 2023 – 9 January 2024 - \$5210.00
- b. 30 January 2024 – 5 April 2024 - \$3200.00
- c. 5 July 2024- 11 October 2024 - \$10,400.00
- d. 10 February 2025 - \$400

HSA – \$4773.22

- a. 15 September 2023 - \$4193.49
- b. 16 September 2023 - \$44.50
- c. 16 September 2023 - \$24.00
- d. 16 September 2023 - \$16.50
- e. 16 September 2023 - \$6.00
- f. 18 September 2023 - \$47.72
- g. 19 September 2023 - \$6.35
- h. 21 September 2023 - \$47.72
- i. 25 September 2023 - \$47.72
- j. 28 September 2023 - \$16.50

This WRIT & STATEMENT OF CLAIM was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (Attn: Alexandria Fennell email: afennell@samsonlaw.ky)

- k. 28 September 2023 - \$47.72
- l. 2 November 2023 - \$9.35
- m. 11 November 2023 - \$23.04
- n. 2 October 2023 - \$47.72
- o. 5 October 2023 - \$74.01
- p. 9 October 2023 - \$64.01
- q. 23 January 2024 - \$7.00
- r. 23 January 2024 - \$49.87

Dr. Onur Berber – Medical Reports - \$4500

- a. Invoice date – 5 January 2024 - \$1500
- b. Invoice date – 12 April 2025 - \$2250
- c. Invoice date – 22 July 2025 - \$750

• **LOSS OF EARNINGS**

- a. The Plaintiff was employed as a labourer before his injury. While working with the 1st Defendant he earned CI\$10 per hour and worked on average 9 hours per day for 6 days per week.
- b. As a result of the accident, the Plaintiff was unable to work for the following days:
 - a. 16 September 2023 - 29 February 2024 – **143 days at \$10 per hour for 9 hours per day = \$12,870**
 - b. 1 March 2024– 1 October 2024 – **184 days at \$10 per hour for 9 hours per day = \$16,560**
- c. After the Plaintiff's last pay cheque after 1 October 2024, he was out of work due to his disability with this hand. Due to this disability, he was unemployed since then up to him securing another employment as a Janitor. This new employment started on 16 January 2026. He was therefore out of work for an additional 404 days, losing out on \$90 per day, totaling \$36,360 as his loss.

• **FUTURE LOSS OF EARNINGS**

- a. Mr. Salmon's injury has now caused him permanent disability, which has hindered him from going about with his pre-accident day-to-day routine. He no longer works as a construction worker and is now employed as a Janitor. With his new employment, he is being paid less than what he would have been earning as a construction worker.

- b. Mr. Salmon will be 33 years old in 2027 (date if trial commenced in 2027) with retirement at 65 years old. He would therefore have 32 years of working life remaining from 33 to retirement age.
- c. Net loss of earnings as a construction worker pleaded above as loss of earnings.
- d. Continuing loss of earnings from 16 September 2023 at \$28,080.00 annually to age 65; multiplier 29.05 - \$815,724.00

AND THE PLAINTIFF CLAIMS:

- a. General Damages;
- b. Special Damages;
- c. Pre and post judgment interest on items of special damages;
- d. Interest in accordance with the Judicature Act (2021 Revision);
- e. Costs; and
- f. Such further or other relief that his Honourable Court deems just.

DATED THIS 14th day of SEPTEMBER 2026

A handwritten signature in black ink that reads "Samson Law". The signature is written in a cursive, flowing style.

Samson Law Associates
Attorneys-at-Law 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 495, 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 (or 28 days in the case of a writ served outside the jurisdiction pursuant to an order of the Court), 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 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.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION****CAUSE NO: OF 2026****BETWEEN:****JAMAR SALMON****PLAINTIFF****AND:**

- 1. D&F UNIQUE CONSTRUCTION**
- 2. WARREN GREENE LTD.**

DEFENDANTS**ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give that Attorney 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 the Defendant may have to pay the costs 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)

☐ Yes ☐ No

-
3. If the claim against the Defendant is for a debt or liquidated demand, AND the Defendant 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)

☐ Yes ☐ No

Service of the Writ is acknowledged accordingly

(Signed).....

[The Plaintiff]/ [Attorney for the Plaintiff]

Address for service: Please complete overleaf

This WRIT & STATEMENT OF CLAIM was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (Attn: Alexandria Fennell email: afennell@samsonlaw.ky)

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.

Samson Law Associates

The White House,
20Genesis Close,
PO Box 2425, Grand Cayman,
KY1-1105, Cayman Islands.

Attn: Alexandria Fennell

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