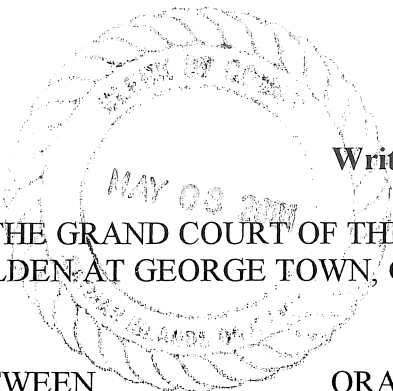


Fees Paid \$ 1.50
Receipt No. 84692624
Date 8 S 2001



Writ of Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 262 OF 2001

BETWEEN
AND:

ORAL ROBERT MC LAUGHLIN
ATTORNEY GENERAL

PLAINTIFF
DEFENDANT

SPECIALY ENDORSED WRIT OF SUMMONS

TO: DEFENDANT Attorney General c/o Mr. Alan Godley, Human Resources Manager,
Cayman Islands Government, George Town, Grand Cayman, Cayman Island.

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 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 8 day of May 2001

NOTE - This Writ may not be served later than 4 calendar 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.

STATEMENT OF CLAIM

1. The Plaintiff is employed by the Caymans Islands Government in the Health Service Ambulance Department.
2. At all material times the Defendant in light of the Cayman Islands Government has a duty to provide a safe place of work and equipment for its employees who are employed at and provide services for the purposes of George Town Hospital (the "hospital").
3. On or about the 19th of October 1998 an Ambulance Team was summoned to attend the home of a patient who lived in property located on Town Hall Road in West Bay. The three members of the ambulance team, namely Cheryl Barnes, Martin Amos and the Plaintiff traveled in the ambulance to the home of the patient. On arrival at the home of the patient the ambulance staff found an elderly gentleman lying on the floor in an unstable serious condition, with breathing difficulties and who appeared to be unconscious. The ambulance team after stabilising the patient's condition arranged to move him to the ambulance on a stretcher.
4. That patient was placed on a stretcher. Whilst the stretcher was being lifted to the loading height it did not lock immediately in the upright position as it should have done. As a result of the failure of the stretcher to lock all of the weight of the patient and the stretcher was being supported by the Plaintiff. The Plaintiff felt a pain in his lower back. Due to the critical state of the patient, the Plaintiff continued to perform his duties. The patient was transported to the hospital by ambulance. The Plaintiff drove the ambulance to the hospital. On the way to the hospital the patient suffered a cardiac arrest and further assistance was required. Further assistance arrived in the form of another ambulance. Mr. William Irving who was driving the other ambulance drove the ambulance that the Plaintiff was driving whilst the Plaintiff and his colleagues continued to treat the patient.
5. On arrival at the hospital the patient was immediately admitted for treatment. The Plaintiff was immediately referred to the casualty department and was treated by Dr. Robello. The Plaintiff was referred to Dr. Sekhar and given immediate sick leave. On being examined by Dr. Sekhar the Plaintiff was referred to Baptiste Hospital in Miami for further treatment.
6. The Plaintiff has suffered personal injury as a result of the negligence and/or breach of statutory duty of the Defendant, its servants or agents to provide safe equipment for use by its employees.

PARTICULARS OF NEGLIGENCE

- (a) Failure to provide safe equipment for use by its employees.
 - (b) Negligently and/or in breach of the Labour Law failure to maintain the equipment so as to be safe for all employees.
 - (c) Failure to destroy, to replace or otherwise take out of circulation for use the said the equipment, namely the ambulance stretcher, in a timely manner.
7. By reason of the matters aforesaid, the Plaintiff sustained personal injuries and has suffered loss and damage.

PARTICULARS OF INJURIES

- a. The Plaintiff's date of birth is 18 October 1959. Following the accident on 19 October 1998, the Plaintiff suffered an injury to his lower back and in December 1998 underwent surgical decompression of the lumbar spine at which time two (2) intervertebral disc were removed.
8. That following the operation the Plaintiff was seen by various doctors including Dr. Ibars 23 November 1998 when he was provided with a disability certificate when it was recommended that the Plaintiff was certified to be recovered sufficiently to return to work to do light work but was not to do any lifting greater than 40 lbs and no excessive standing or bending. The Defendant failed to provide a safe system of work for the Plaintiff. As a result, the Plaintiff has suffered a recurrence of symptoms due to the build up of scar tissue. A recommendation was made by Dr. Sekhar on or about 13 January 2000 that the Plaintiff "*....should be removed from the Ambulance Services to a less active service to avoid further worsening of his back. He should be placed in a position that is not likely to strain his back.....He should also avoid twisting movements of the back.*" The Defendant has not complied with the recommendations of Dr. Sekhar.
9. The Plaintiff was seen by Dr. Gnanavolivu FRCS in or about August 2000 when it was noted that the Plaintiff's pain in his back and down both legs was being "*.....aggravated by prolonged sitting, lifting weights and twisting movements etc..*".
10. The Plaintiff has made various request to be moved to another department but the Defendant failed in his duty to do so which has contributed to the Plaintiff's injuries.
11. The Plaintiff has suffered personal injury as a result of the negligence and/or breach of statutory duty of the Defendant, its servants or agents to provide a safe place of work for the Plaintiff.

PARTICULARS OF NEGLIGENCE

- a) Negligently and/or in breach of the Labour Law, failing to ensure so far as reasonably practicable the health, safety and welfare at work of its employees.
- b) Failure to provide a safe place and system of work for the Plaintiff.
- c) Failure to heed the written advice of the doctors or the verbal complaints of the Plaintiff to be moved to a job which did not aggravate his back condition.
- d) In the premises failure to take reasonable care for the Plaintiff's safety.

PARTICULARS OF INJURIES

(a) That the Plaintiff underwent further surgery on 2 March 2001 at the Florida Spine Institute where he underwent lumber interbody fusion with instrumentation.

12. As a result of the accident the Plaintiff has been prevented from pursuing his career. The Plaintiff is an Emergency Medical Technician and went on to complete a Paramedic's Course. He completed the course and the examinations but has been unable to complete the Texas State Board Examinations because shortly after taking the

examination the accident occurred. As a result, the Plaintiff has been unable to benefit from the increase in salary commensurate with such a post.

13. The Plaintiff was permitted by the Defendant to drive a taxi for up to 20 hours per month. As a result of the accident the Plaintiff has not been able to drive the taxi and has suffered some loss.

14. As a result of the Defendant's said negligence and/or breach of statutory duty the Plaintiff has suffered loss and damage.

PARTICULARS OF SPECIAL DAMAGE

Date	Description	Costs (CIS)
October 1998 to date	Travel expenses outstanding	6, 950.00
October 1998 to date	Loss of salary/Taxi	33, 118.00
October 1998 to date	Medical expenses outstanding	5, 944.00

AND the Plaintiff claims

- (i) Damages
- (ii) Further, pursuant to The Judicature Law (1995 Revision), the Defendant is entitled to and claims interest on such sums as are found to be due at such rate and for such period as the Court shall think fit.
- (iii) Costs



BROOKS & BROOKS

THIS WRIT was issued by Clyde H. Allen whose address for service is Brooks & Brooks, Attorneys-At-Law, PO Box 1355, Grand Cayman, British West Indies