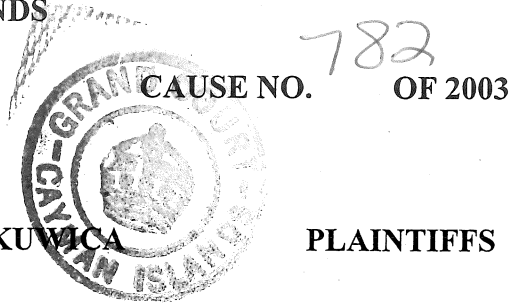


IN THE GRAND COURT OF THE CAYMAN ISLANDS



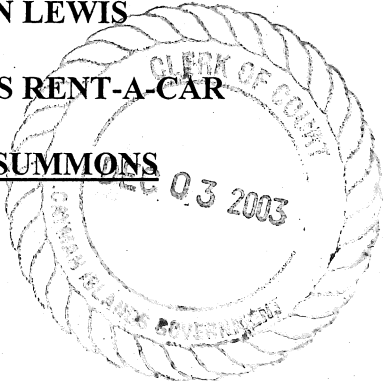
BETWEEN: (1) SHAUN WITTE
(2) THERESA (TESS) KUVICA **PLAINTIFFS**

AND: (1) EDNA ANN LEWIS
(2) CICO AVIS RENT-A-CAR **DEFENDANTS**

WRIT OF SUMMONS

TO: Edna Ann Lewis
23 Lime Tree Bay
Grand Cayman
Cayman Islands

AND TO: CICO Avis Rent-A-Car
P.O. Box 400 GT
George Town
Grand Cayman
Cayman Islands



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the next page.

Within 14 days after the service of this Writ of Summons 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, 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 3rd day of December 2003.

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

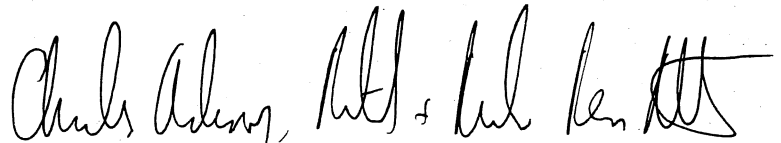
Directions for Acknowledgment of Service are given with the accompanying form.

INDORSEMENT

The Plaintiffs' claim is for damages caused by the negligent driving and/or breach of statutory duty of the Defendants arising from a motor vehicle and pedestrian collision which occurred on or about 8 December 2000 on West Bay Road in the vicinity of the Hyatt hotel and Deckers restaurant.

AND the Plaintiffs claim:

1. Damages;
2. Further Relief;
3. Interest pursuant to Section 34 of the Judicature Law (2002 Revision);
4. Costs.



**CHARLES ADAMS, RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFFS**

This Writ was issued by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiffs herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2003

BETWEEN: (1) SHAUN WITTE
(2) THERESA (TESS) KUWICA PLAINTIFFS

AND: (1) EDNA ANN LEWIS
(2) CICO AVIS RENT-A-CAR DEFENDANTS

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

Important. Read the accompanying Delay may result in judgment being entered direction and notes for guidance carefully against a Defendant whereby he may have to pay before completing this form. If any the costs of applying to set it aside. information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

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 he 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)
[Attorney] for
Address for Service:

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 is suing in person) of his name, address and reference, if any, in the box below.

Charles Adams, Ritchie & Duckworth
Attorneys-at-Law for the Plaintiffs
P.O. Box 709 GT
2nd Floor, Zephyr House, Mary Street
George Town
Grand Cayman
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.

Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiffs herein whose address for service is that of their said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2003

BETWEEN: (1) **SHAUN WITTE**
(2) **THERESA (TESS) KUWICA** **PLAINTIFFS**

AND: (1) **EDNA ANN LEWIS**
(2) **CICO AVIS RENT-A-CAR** **DEFENDANTS**

STATEMENT OF CLAIM

1. The Plaintiffs are Canadian citizens who reside in British Columbia, Canada, and at all material times hereto the Plaintiffs were visiting the Cayman Islands on holiday. The 1st Plaintiff is a 32 year old male. The 2nd Plaintiff is a 37 year old female.
2. The 72 year old female 1st Defendant resides in George Town, Grand Cayman, and at all material times was the driver of a Daihatsu vehicle owned by the 2nd Defendant under registration number 53708 (the "Defendant vehicle"). To the extent that the 2nd Defendant consented to the 1st Defendant's operation of the Defendant vehicle, the 2nd Defendant is liable for the acts or omissions of the 1st Defendant.
3. The Plaintiffs have commenced these proceedings to recover past and future damages for personal injuries, and past and future pecuniary and non-pecuniary losses and expenses, which they have suffered by reason of a motor vehicle – pedestrian accident that occurred on or about 8 December 2000 on Grand Cayman.
4. At approximately 7:55 p.m. on Friday, 8 December 2000 the Plaintiffs were pedestrians attempting to cross West Bay Road from the west side to the east side in the immediate vicinity of the Hyatt hotel and Deckers Restaurant.

5. The Defendant vehicle, which was travelling southbound on West Bay Road, collided with the pedestrian Plaintiffs as they were crossing the road. The Defendant vehicle struck the 1st Plaintiff and thereafter the 2nd Plaintiff, causing them both to be violently knocked on to the asphalt road surface covering the roadway and part of the sidewalk (the “collision”).
6. The said collision was caused by the negligence and/or breach of statutory duty of the Defendants.

Particulars

The 1st Defendant was negligent in that she:

- (a) Drove the Defendant vehicle into the pedestrian Plaintiffs;
- (b) Failed to keep any or any proper lookout, and in particular failed to notice the pedestrian Plaintiffs crossing the road, particularly when the Defendant knew, or ought to have known, of the high volume of pedestrians crossing the road at or near that location and at that time of the evening;
- (c) Drove too fast in all of the circumstances;
- (d) Attempted to change lanes or overtake another vehicle when it was unsafe to do so;
- (e) Failed to sound the horn of the Defendant vehicle or take any other necessary steps to warn the pedestrian Plaintiffs of her approach, or otherwise failed to give any or sufficient warning of the approach of the Defendant vehicle;

- (f) Failed to stop, steer, guide and/or otherwise control the Defendant vehicle so as to avoid the collision with the pedestrian Plaintiffs;
 - (g) Did not have the lights on in the Defendant vehicle;
 - (h) Was negligent in such further and other particulars as will be proven on discovery and/or at the trial of this cause.
7. The Plaintiffs state that the fact of the collision is itself evidence of negligence and/or breach of statutory duty of the Defendants, and that the only inference which can be drawn in the circumstances of the collision is that the Defendants were negligent and/or in breach of their statutory duties.
8. By reason of the Defendants' said negligence and/or breach of duty, the Plaintiffs have sustained severe personal injuries and have suffered pain, and past and future loss and damage.

Particulars of Injuries and Damages of the 1st Plaintiff

9. The 1st Plaintiff, who is now aged 32 years, sustained the following injuries:
- (a) He was knocked unconscious and remained unconscious at the scene for several minutes after the collision;
 - (b) Large haematoma of the left occipital scalp with a complex stellate laceration;
 - (c) Abrasion of the left mastoid area and temporal scalp;
 - (d) Abrasion of the dorsoradial aspect of the right wrist;
 - (e) Deep abrasion contaminated with road grit of the left shoulder;

- (f) Abrasion and significant bruising of the left knee;
 - (g) Undisplaced transverse fracture of the proximal shaft of the left fibula;
 - (h) A linear undepressed fracture of the left temporal bone of the scalp;
 - (i) C5 and C6 facet fracture with C6 root injury;
 - (j) Mild cerebral concussion;
 - (k) Closed head injury.
10. Prior to the collision the 1st Plaintiff was a healthy young man with no history of significant injury, pain or suffering. As a result of the injuries sustained in the collision the 1st Plaintiff has undergone painful and invasive treatment and rehabilitation.
11. The 1st Plaintiff continues to suffer from the effects of his injuries sustained in the collision and will require ongoing therapy and potentially serious further treatment in the future.
12. As a further result of his injuries sustained in the collision, the 1st Plaintiff has incurred significant special damages, including past and future loss of income, medical expenses, treatment expenses and other related special damages.
13. Full particulars of the 1st Plaintiff's loss, damage and expenses, both past and future, including estimates where current figures are not available, are contained in the 1st Plaintiff's schedule of damages appended to this statement of claim and served herewith.

14. Further, the 1st Plaintiff claims interest on any damages he may be awarded pursuant to Section 34 of the Judicature Law (2002 Revision) and the Judgment Debts (Rates of Interest Rules) (2002 Revision).

Particulars of Injuries and Damages of the 2nd Plaintiff

15. The 2nd Plaintiff, who is now aged 37 years, sustained the following injuries:-
 - (a) She was knocked to the pavement when struck by the Defendant vehicle;
 - (b) Injuries to the right hip and right buttock;
 - (c) Laceration of the left occipitoparietal scalp;
 - (d) Abrasions of the right elbow;
 - (e) Fractured right 6th rib.
16. Prior to the collision the 2nd Plaintiff was a healthy young woman with no history of significant injury, pain or suffering. As a result of the injuries sustained in the collision the 2nd Plaintiff has undergone painful and invasive treatment and rehabilitation.
17. The 2nd Plaintiff continues to suffer from the effects of her injuries sustained in the collision and will require ongoing therapy and potentially serious further treatment in the future.
18. As a further result of her injuries sustained in the collision, the 2nd Plaintiff has incurred significant special damages, medical expenses, treatment expenses and other related special damages.

19. Full particulars of the 2nd Plaintiff's loss, damage and expenses, both past and future, including estimates where current figures are not available, are contained in the 2nd Plaintiff's schedule of damages appended to this statement of claim and served herewith.
20. Further, the 2nd Plaintiff claims interest on any damages he may be awarded pursuant to Section 34 of the Judicature Law (2002 Revision) and the Judgment Debts (Rates of Interest Rules (2002 Revision)).

THE 1st PLAINTIFF CLAIMS:-

1. General damages for pain and suffering;
2. Special damages;
3. Further and/or other relief;
4. Pre and post judgment interest;
5. Costs.

AND THE 2nd PLAINTIFF CLAIMS:-

1. General damages for pain and suffering;
2. Special damages;
3. Further and/or other relief;
4. Pre and post judgment interest.
5. Costs.

DATED this 3rd day of December 2003.


CHARLES ADAMS, RITCHIE & DUCKWORTH
Attorneys-at-Law for the Plaintiffs

THIS Statement of Claim was filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law, for and on behalf of the Plaintiffs herein, whose address for service is that of his said Attorneys-at-Law, P.O. Box 709G, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

has taken place, the rate applied is CAD\$1= CI\$.628272. However, where the exchange rate has changed since any out of pocket losses were incurred by the 1st Plaintiff, and where the 1st Plaintiff incurred expenses at a different exchange rate, he claims the higher exchange rate and/or a gross up on the current exchange rate.

2. GENERAL DAMAGES FOR PAIN AND SUFFERING

- 2.1 The 1st Plaintiff was rushed to the emergency department of the George Town hospital by ambulance where he was treated and admitted to the hospital for overnight observation. He received at least sixteen (16) stitches to the head and was discharged from the hospital on 9 December 2000.
- 2.2 Upon being released from the George Town hospital the 1st Plaintiff returned to a friends house in which he was staying in the Cayman Islands and at that time he was in extreme pain and discomfort, and was virtually bedridden. On 11 December 2000 he returned to the hospital because of significant head pain and he returned to the hospital thereafter once again on 12 December 2000. On 12 December at the George Town hospital the 1st Plaintiff was subjected to further significant examination including three x-rays, a CT scan and other examinations. At that time he was discharged from the hospital once again when it was felt that he was reasonably stable and it was deemed safe for him to return to Canada with the assistance of crutches and wearing a cervical collar. The 1st Plaintiff returned to British Columbia shortly thereafter, and suffering from extreme pain and discomfort. It is self-evident in all of the circumstances that the remainder of the 1st Plaintiff's vacation time on Grand Cayman was ruined as a result of his significant injuries and problems. His return flights to Canada were extremely difficult in the circumstances.
- 2.3 Upon his arrival in British Columbia the 1st Plaintiff was immediately admitted to the Lions Gate Hospital emergency department in Vancouver, on 13 December 2000, and attended by an orthopaedic surgeon Dr. A. Mutat on 14 December 2000. He was subjected to significant further testing and x-rays at that time. He

was advised at that time to continue wearing a neck brace for a period of 10 weeks and to seek medical attention from his family physician when necessary.

- 2.4 Between the middle of December 2000 and early January 2001 the 1st Plaintiff remained in significant discomfort and disability. He was unable to drive and relied on round the clock assistance from his girlfriend (the 2nd Plaintiff), with respect to cooking, cleaning, personal hygiene and mobility. The 1st Plaintiff was on crutches during this time.
- 2.5 During the Christmas holiday season of 2000 the 1st Plaintiff was unable to participate in many of the activities that he would normally partake with family and friends over the holiday season. He remained virtually bedridden and immobile and relying on the assistance of friends and family.
- 2.6 The 1st Plaintiff was next seen in follow up by Dr. A. Mutat on 8 January 2001 at which time he continued to suffer from his symptoms, although some partial improvement was noted at that time. He was advised by his physicians to continue treatment including analgesics, non-steroidal anti-inflammatory medication, a rigid cervical halo collar and physical therapy.
- 2.7 The 1st Plaintiff was next seen by Dr. A. Mutat on 9 February 2001 by which time he continued to suffer from considerable pain and numbness in the neck and arm, with some degree of improvement from the previous visit.
- 2.8 Dr. A. Mutat kept the 1st Plaintiff on the same treatment regimen for the following several months and he was next seen in follow up on 18 June 2001, at which time he continued to have neck pain and intermittent right hand pain and numbness, with some improvement in the arm. By that time the 1st Plaintiff was suffering from headaches in increasing frequency, duration and severity. Examination at that time showed signs of development of post-concussion syndrome.

- 2.9 In addition to meeting with specialists, during the period from the date of the collision through the summer of 2001 the 1st Plaintiff attended several consultations with his family physician, Dr. Lepard, in North Vancouver.
- 2.10 During this time period the 1st Plaintiff was advised by both his family physician and the specialists he was seeing to attend a series of physiotherapy treatments, which he did in February and March of 2001. During that period he attended nine different days of physiotherapy treatment at the Lions Gate Physiotherapist Corporation located at the Lions Gate Hospital in North Vancouver. Full details of the dates of those treatments are set out below.
- 2.11 By September of 2001 in addition to the problems with the neck, arms and headaches, the 1st Plaintiff was also experiencing significant problems with the knees. He was referred to Dr. Poitr Blachut, a Vancouver orthopaedic surgeon, for his knee injuries. He was diagnosed as suffering from patellofemoral pain syndrome of the knees and a possible medio meniscal lesion. He was referred for an MRI scan and further follow-up. There were considerable waiting periods to obtain an MRI examination in the Greater Vancouver area during this time and it was not until early 2002 that the 1st Plaintiff was able to be admitted for the MRI examination. After the MRI examination he was seen again by Dr. Blachut on 27 March 2002 at which time Dr. Blachut diagnosed an under surface tear of the posterior horn of the medial meniscus, a significant knee injury. The medical advice at that time was that further treatment would require arthroscopic surgery and pain management.
- 2.12 In relation to his significant headache problems, during the Autumn of 2001, his family physician, Dr. Lepard, referred the 1st Plaintiff to a neurologist specialising in neurology and headache disorders, Dr. Gordon Robinson at the Vancouver General Hospital. He was initially seen by Dr. Robinson on 26 November 2001 and thereafter on 6 May 2002. Dr. Robinson diagnosed significant problems, including the possibility of a traumatic brain injury and related emotional

instability, concentration and memory difficulties, anxiety and depression, all of which are attributed to the injuries resulting from the collision.

- 2.13 The 1st Plaintiff has attended for numerous treatments with a chiropractor, Dr. Paul Wiggins, at his office in North Vancouver. The 1st Plaintiff has attended for chiropractic treatment and adjustments on the following dates:

3, 6 and 8 February 2001
5, 7, 12, 14 and 19 June 2001
28 July 2001
16 and 25 August 2001
8 September 2001
11 and 30 October 2001
6 November 2001
11 December 2001
12 January 2002
2, 9 and 23 February 2002
27 April 2002
9 and 22 May 2002
14 June 2002
6 and 13 February 2003

- 2.14 In addition to the numerous physical injuries the 1st Plaintiff suffered as a result of the collision, the shock of the collision, the injuries, the pain and discomfort, and the related symptoms have also caused major emotional difficulties. Friends and family of the 1st Plaintiff have noticed significant personality changes, mood swings and other personality problems not present before the collision.

- 2.15 At the time of the collision the 1st Plaintiff was involved in a serious relationship with his then girlfriend (the 2nd Plaintiff). Immediately following the collision the relationship started to develop strains as a result of the 1st Plaintiff's injuries and problems, including sleeping disorders, general discomfort and an impeded sexual

drive. These problems continued and by the summer of 2002 the relationship with the 2nd Plaintiff had deteriorated and it ended for reasons attributable to the injuries sustained in the collision.

2.16 The 1st Plaintiff continues to suffer from some or all of the problems described herein at varying intervals and severity. He faces an uncertain future including further medical treatments. If he remains symptomatic at approximately five years after the collision and the onset of the injuries, it is likely that he will be symptomatic with some or all of the injuries sustained for the rest of his life.

SPECIAL DAMAGES

3 . MEDICAL EXPENSES

3.1 The 1st Plaintiff has incurred significant medical expenses in respect of his emergency treatment in the George Town hospital in the Cayman Islands, and subsequent medical treatment, testing, x-rays, CT scans, MRI's under the British Columbia public health insurance plan ("BC Health"). The 1st Plaintiff's medical expenses incurred in the Cayman Islands were covered by an out of country travel medical insurance policy, and the insurer claims a right of subrogation in respect of any costs it incurred on behalf of the 1st Plaintiff. Further particulars, including documents substantiating these amounts, invoices and payment summaries will be provided in due course on discovery. At the time of drafting this schedule the best estimate the 1st Plaintiff can provide in respect of medical expenses incurred on his behalf in the Cayman Islands is the sum of CI\$3,000.

3.2 BC Health claim a right of subrogation in respect of all medical treatments required by the 1st Plaintiff in relation to the injuries sustained in the collision. These expenses will include: office visits and consultations with doctors, Dr. Robinson, Dr. Blanchut, Dr. Pitman, Dr. Mutat and Dr. Leopard. Further, the additional medical and treatment costs incurred by BC Health will comprise the costs of tests, medical aids, x-rays, MRI scans, diagnostics and all other matters related to the primary medical treatment the 1st Plaintiff has received. At the time

of drafting this schedule the best estimate the 1st Plaintiff can provide in respect to medical expenses incurred on his behalf in British Columbia since the collision is the sum of CI\$5,000.

- 3.3 Full particulars, including substantiating documentation, relating to medical expenses incurred by the 1st Plaintiff will be provided in due course and on discovery. The best particulars the 1st Plaintiff can provide as to some of the medical expenses incurred on his behalf are set out immediately below. The 1st Plaintiff reserves the right to amend these figures to reflect additional sums not available at the time of the drafting of this schedule.

PROVIDER	DATE	AMOUNT CIS
Cayman Islands Hospital	8-Dec-00	
Cayman Islands Hospital	9-Dec-00	
Cayman Islands Hospital	11-Dec-00	
Cayman Islands Hospital	12-Dec-00	
		* <u>\$ 3,000.00</u>

PROVIDER	DATE	AMOUNT CIS
Dr. Lepard	21-Dec-00	
	17-Jan-01	
	28-Mar-01	
		* <u>\$ 500.00</u>

* Estimate

PROVIDER	DATE	AMOUNT CIS
Dr. Pitman General Medical Imaging Services Inc.	17-Jan-01	
		* <u>\$ 1,000.00</u>

PROVIDER	DATE	AMOUNT CIS
Dr. Blachut, Inc. Orthopaedic Surgeons	24-Sep-01 27-Mar-02 8-May-02	
		* <u>\$ 1,500.00</u>

PROVIDER	DATE	AMOUNT CIS
Dr. Robinson Neurology & Headache Disorders	26-Nov-01 6-May-02	\$ 750.00
		* <u>\$ 750.00</u>

PROVIDER	DATE	AMOUNT CIS
Miscellaneous BC Health Costs	13 December 2000 to Present	
		* <u>\$ 1,250.00</u>
Total Estimated Medical Expenses:		\$ 8,000

* Estimate

4. TREATMENT EXPENSES

4.1 In addition to the medical expenses related to physicians and outlined at section (3) above, the 1st Plaintiff has incurred significant treatment expenses in relation to the treatment recommended by his physicians. Part of the treatment recommended by his physicians included active physical therapy. The dates and estimated costs are set out below.

4.2 The 1st Plaintiff has also been treated by a chiropractor for a period lasting over two years since shortly after the injuries sustained in the collision. Set out below are the dates of the said treatments and an estimate as to the accumulated costs thereof.

PROMDER	DATE	AMOUNT	CIS
Dr. Matt, MD, FRCS(c)	13-Dec-00	\$	200.00
	8-Jan-01	\$	200.00
	9-Feb-01	\$	200.00
	19-Feb-01	\$	200.00
	18-Jun-01	\$	200.00

PROMDER	DATE	AMOUNT	CIS
The Physiotherapy Clinic	21-Feb-01	\$	50.00
Dr. Margaret Bruce	27-Feb-01	\$	50.00
	2-Mar-01	\$	50.00
	6-Mar-01	\$	50.00
	9-Mar-01	\$	50.00
	15-Mar-01	\$	50.00
	15-Mar-01	\$	50.00
	21-Mar-01	\$	50.00
	27-Mar-01	\$	50.00
			* \$ 450.00

* Estimate

PROVIDER	DATE OF SERVICES	AMOUNT	CIS
CHIROPRACTIC TREATMENT			
Dr. Wiggins	3-Feb-01	\$	40.00
	6-Feb-01	\$	40.00
	8-Feb-01	\$	40.00
	5-Jun-01	\$	40.00
	7-Jun-01	\$	40.00
	12-Jun-01	\$	40.00
	14-Jun-01	\$	40.00
	19-Jun-01	\$	40.00
	28-Jul-01	\$	40.00
	16-Aug-01	\$	40.00
	25-Aug-01	\$	40.00
	8-Sep-01	\$	40.00
	11-Oct-01	\$	40.00
	30-Oct-01	\$	40.00
	6-Nov-01	\$	40.00
	11-Dec-01	\$	40.00
	12-Jan-02	\$	40.00
	2-Feb-02	\$	40.00
	9-Feb-02	\$	40.00
	23-Feb-02	\$	40.00
	27-Apr-02	\$	40.00
	9-May-02	\$	40.00
	22-May-02	\$	40.00
	14-Jun-02	\$	40.00
	6-Feb-03	\$	40.00
	13-Feb-03	\$	40.00
		*	<u>\$ 1,040.00</u>

*Estimate

Total Estimated Treatment Expenses: \$ 2,490.00

5. **FUTURE MEDICAL AND TREATMENT COSTS**

5.1 The 1st Plaintiff continues to be symptomatic and will require ongoing future medical consultation and treatment. The best estimates the 1st Plaintiff can provide at this time are as follows:-

Further consultations with general physicians, orthopaedic surgeons and neurologists as may be necessary for several years.

AMOUNT CIS

Total Estimated Future Medical Expenses:	\$ 5,000
Total Estimated Future Physical Therapy Treatments Estimated at a Minimum of 100 Future Visits:	\$ 5,000
Future Chiropractic Treatments based on an Average of 15 Treatments required per year, The 1 st Plaintiff will require indefinite future Chiropractic Treatments - 150 Treatments x \$40 per treatment:	<u>\$ 6,000</u>
Estimated Total Future Medical and Treatment Costs:	\$16,000

6. **MEDICATION EXPENSES**

6.1 The 1st Plaintiff has incurred significant expenses for a number of different prescription and non-prescription medications he has been required to take in respect of his injuries since the collision. The full particulars, including substantiating documentation, pharmacy printouts, invoices and other supporting documentation will be provided in due course on discovery. The best estimate the 1st Plaintiff can provide as to the cost of prescription medications incurred to the date of this Schedule for Damages is: **CIS1,000.**

7. **TRAVEL EXPENSES**

7.1 The 1st Plaintiff incurred expenses travelling to and from his various caregivers, doctors and treatment centres. Particulars of some of these travel expenses are set out below.

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Dr. Lepard Return Distance from the 1st Plaintiff's home to Dr. Lepard's Office 40	3	120 miles x .30 per mile	*
			<u>\$ 36.00</u>

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Dr. Robinson Return Distance from the 1st Plaintiff's home to Dr. Robinson's Office 12 Miles Return	2	24 miles x .30 per mile	*
			<u>\$ 7.20</u>

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Dr. Wiggins Return Distance from the 1st Plaintiff's home to Dr. Wiggins' Office 10 Miles	30	300 miles x .30 per mile	*
			<u>\$ 90.00</u>

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Dr. Blanchut Return Distance from the 1st Plaintiff's home to Dr. Blanchut's Office 12 Miles	3	36 miles x .30 per mile	*
			<u>\$ 10.80</u>

* Estimate

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Dr. Mutat Return Distance from the 1st Plaintiff's home to Dr. Mutat's Office 8 Miles	5	40 miles x .30 per mile	*
			<u>\$ 12.00</u>

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Dr. Pitman Return Distance from the 1st Plaintiff's home to Dr. Pitman's Office 12 Miles	1	12 miles x .30 per mile	*
			<u>\$ 3.60</u>

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Dr. Bruce Return Distance from the 1st Plaintiff's home to Dr. Bruce's Office 12 Miles	9	108 miles x .30 per mile	*
			<u>\$ 32.40</u>
* Estimate			
Total Travel Expenses			\$ 192.00

8. MISCELLANEOUS EXPENSES

- 8.1 The 1st Plaintiff incurred various miscellaneous expense related to the injuries, treatment, travel to and from medical practitioners and documentation in respect of this claim. The best estimate the 1st Plaintiff is able to provide at this time is the sum of: **CIS 500.00**

9. **COSTS OF TRIP TO CAYMAN ISLANDS**

9.1 The remainder of the 1st Plaintiff's vacation to the Cayman Islands was ruined as a result of the injuries he sustained in the collision and his time spent in the hospital and further follow-ups in the hospital for the remainder of his days in the Cayman Islands. Furthermore, it was with extreme difficulty that the 1st Plaintiff was forced to return to Canada, a matter of days after the collision. The 1st Plaintiff claims the cost of his vacation to the Cayman Islands, the best estimate which can be provided at this time is: **CIS 3,000**

Full particulars, including all supporting documentation will be provided in due course on discovery.

10. **PAST LOSS OF EARNINGS**

DAILY ENTITLEMENT	AMOUNT CADS	AMOUNT CIS
8.5 hours x 22.92 per hour	\$ 194.82	\$ 122.41
12 % holiday pay (12% x 194.82)	\$ 23.39	\$ 14.70
Daily Benefit	\$ 4.16	\$ 2.61
Overtime Average Daily	\$ 75.00	\$ 47.13
 Minimum Days Missed - 75		
 Loss for Period 14 Dec 00 - March 01		
75 days x \$297.37	\$ 22,302.75	\$ 14,016
 Additional Loss		
Estimated Average \$1500 per month for period January to March 2001	\$ 6,000.00	\$ 3,770.53
	\$ 28,600.12 *	\$ 17,974.17¹

* Estimate

1. Based on today's exchange rate. The 1st Plaintiff reserves the right to claim exchange rate at date of loss.

11. **FUTURE LOSS OF EARNINGS**

11.1 The 1st Plaintiff claims a future loss of earnings in amounts to be determined and particularised on discovery and prior to trial. The 1st Plaintiff intends to seek further medical opinions as to the extent to which his injuries may impact his future earning capacity, and will be in due course obtaining an expert opinion related to present day value of the future loss of earnings and future loss of earnings capacity. Given the 1st Plaintiff's young age of 32 years, this heading of damages could be very significant, based on an actuarial lifetime earning capacity of an additional 32 to 34 years. **To be determined**

12. **LOSS OF HOME MAKING CAPACITY**

12.1 The 1st Plaintiff was disabled from his usual homemaking abilities, including cooking, cleaning and house maintenance. These problems were particularly severe in the several months following the collision, but have continued to manifest themselves to the date of this Schedule of Damages. The 1st Plaintiff has relied on the assistance of others to assist in this regard, particularly the assistance of the 2nd Plaintiff when they continued to be involved in a relationship. The 1st Plaintiff will be obtaining an expert opinion as to the present day value of his loss of homemaking capacity and will in due course be providing particulars, including supporting documentation. **To be determined**

13. **LOSS OF CONSORTIUM**

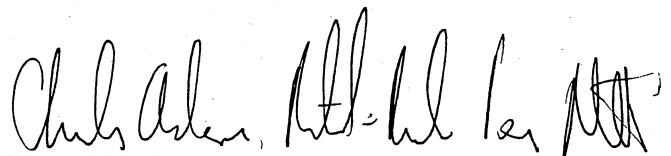
13.1 As a result of the injuries and damages sustained by the 2nd Plaintiff (the girlfriend of the 1st Plaintiff), the 1st Plaintiff has suffered a loss of consortium occasioned by the loss of society, guidance, companionship and sexual relations. Full particulars including supporting documentation of this claim will be provided on discovery. **To be determined**

SUMMARY OF LOSS AND EXPENSE

<u>NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	General Damages	* Amount to be determined
2.	Medical Expenses:	\$ 8,000.00
3.	Treatment Expenses:	\$ 2,490.00
4.	Future Medical And Treatment Costs:	\$ 16,000.00
5.	Medication Expenses:	\$ 1,000.00
6.	Travelling Expenses:	\$ 192.00
7.	Miscellaneous Expenses:	\$ 500.00
8.	Cost of Trip to Cayman Islands:	\$ 3,000.00
9.	Past Loss of Earnings:	\$ 17,973.17
10.	Future Loss of Earnings:	*Amount to be determined
11.	Loss of Homemaking Capacity	*Amount to be determined
12.	Loss of Consortium:	*Amount to be determined
	TOTAL:	*Amount to be determined

* The particulars of these claims will be provided at a later date.

Dated this 3rd day of December 2003.



Charles Adams, Ritchie & Duckworth
Attorneys-at-Law for the 1st Plaintiff

THIS Schedule of Damages was filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law, for and on behalf of the 1st Plaintiff herein, whose address for service is that of their said Attorneys-at-Law, P.O. Box 709G, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

BETWEEN: (1) **SHAUN WITTE**
(2) **THERESA (TESS) KUWICA** **PLAINTIFFS**

AND: (1) **EDNA ANN LEWIS**
(2) **CICO AVIS RENT-A-CAR** **DEFENDANTS**

SCHEDULE OF DAMAGES OF THE 2nd PLAINTIFF

INTRODUCTION

- 1.1 This is the schedule referred to in the Statement of Claim dated the 3rd day of December, 2003. For the sake of convenience, the 2nd Plaintiff will adopt the abbreviations and definitions herein as referred to in the Statement of Claim.
- 1.2 The 2nd Plaintiff is a Canadian citizen who resides in British Columbia and at all material times hereto the 2nd Plaintiff was visiting the Cayman Islands on vacation. The 2nd Plaintiff was born on 30 May 1966 and is currently 37 years old. She was 34 years old at the time of the collision.
- 1.3 In addition to the pain, suffering and loss of amenity, and by reason of the matters complained of in the Statement of Claim, the 2nd Plaintiff has suffered loss, damages and expense, the particulars of which are set out hereunder.
- 1.4 Certain of the expenses set out hereunder were incurred in Canadian dollars and United States dollars. In order to avoid confusion, the figures in the "Amount" columns are expressed only in Cayman Islands dollars and where any conversion has taken place, the rate applied is CAD\$1= CIs\$.628884. However, where the

exchange rate has changed since any out of pocket losses were incurred by the 2nd Plaintiff, and where the 2nd Plaintiff incurred expenses at a different exchange rate, she claims the higher exchange rate and/or a gross up on the current exchange rate.

2. GENERAL DAMAGES FOR PAIN AND SUFFERING

- 2.1 The 2nd Plaintiff was rushed to the emergency department of the George Town hospital by ambulance where she was treated and admitted and subsequently discharged from the hospital on 8 December 2000.
- 2.2 Upon being released from the George Town hospital the 2nd Plaintiff returned to her friend's house in which she was staying in the Cayman Islands, although the 1st Plaintiff (her then boyfriend) had been admitted to the Hospital.
- 2.3 On 12 December 2000 the 2nd Plaintiff returned to the George Town hospital to retrieve the 1st Plaintiff at which point the 2nd Plaintiff informed the doctors of a persistent pain in her back and an inability to breathe. The attending physician did a "thumb" test and diagnosed the 2nd Plaintiff with a broken rib. The 2nd Plaintiff was told to have the fractured rib seen to by a doctor upon her return to Canada.
- 2.4 The 2nd Plaintiff was the primary care giver of the 1st Plaintiff upon his release from the George Town hospital. The 2nd Plaintiff's care giving duties involved assisting the 1st Plaintiff out of bed in the morning, assisting the 1st Plaintiff with his daily toiletries and assisting the 1st Plaintiff with consumption of food and beverage.
- 2.5 During the return trip to Canada the 1st Plaintiff was wheelchair bound and the 2nd Plaintiff, albeit with injuries of her own, was left to deal with airport check-in, baggage, and assisting the 1st Plaintiff. Upon landing in Canada the 2nd Plaintiff brought the 1st Plaintiff directly to the emergency room.

- 2.6 The 2nd Plaintiff was also the primary care giver of the 1st Plaintiff upon their return to Canada. The 2nd Plaintiff continued to assist the 1st Plaintiff out of bed in the morning, assisting the 1st Plaintiff with his daily toiletries and assisting the 1st Plaintiff with consumption of food and beverage. It was also the responsibility of the 2nd Plaintiff to drive the 1st Plaintiff to most of the 1st Plaintiff's medical appointments.
- 2.7 Upon her return to Canada the 2nd Plaintiff had persistent middle back pain and rib pain and went to her family physician Dr. Lepard. Dr. Lepard referred the 2nd Plaintiff to Dr. Manning of the General Medical Imaging Services Inc. Dr. Manning took an x-ray of the 2nd Plaintiff on 18 December 2000 and confirmed a fracture subluxation of the right rib. At that time she also was suffering from back pain in the mid to lower back, bruising and pain in the hips and waist region. Throughout December of 2000 and January of 2001 the 2nd Plaintiff curtailed her normal activities, including exercise.
- 2.8 Around the end of July 2001 she began to develop left upper back pain with related 'pins and needles' sensation in her left arm. On 30 August 2001 the 2nd Plaintiff consulted Dr. Wiggins of the Second Narrows Chiropractic Clinic. Examination revealed muscle spasm and tenderness between the spine and left shoulder blade at the level of the T3-T5 thoracic vertebrae with associated spinal joint and rib joint mobility restrictions as well as cervical spinal joint motion restrictions.
- 2.9 The 2nd Plaintiff sought treatment from an Acupuncturist and Massage Therapist but continued to experience arm symptoms. During February/March of 2002 the 1st Plaintiff's left upper back and arm symptoms returned and she then began a series of chiropractic treatments. The 2nd Plaintiff also embarked on a rehabilitation program, including rowing although the 2nd Plaintiff continues to have cramping and spasms on her left side.

- 2.10 In addition to the physical injuries the 2nd Plaintiff suffered as a result of the collision, the shock of the collision, the injuries, the pain and discomfort, and the related symptoms the 2nd Plaintiff also suffers from emotional problems and nightmares.
- 2.11 At the time of the collision the 2nd Plaintiff was involved in a serious relationship with her then boyfriend (the 1st Plaintiff). Immediately following the collision the relationship started to develop strains as a result of the 1st Plaintiff's injuries and problems which included sleeping disorders, general discomfort and an impeded sexual drive. These problems continued and by the summer of 2002 the 2nd Plaintiff's relationship with the 1st Plaintiff had deteriorated and it ended for reasons attributable to the injuries sustained in the collision.
- 2.12 The 2nd Plaintiff continues to suffer from many of the problems described herein at varying intervals and severity. Her injuries continue to affect her quality of life and levels of activity. The 2nd Plaintiff will continue with preventative massage therapy and spinal manipulation to pre-empt a gradual loss of her mobility and must check with a doctor every 8 weeks.

SPECIAL DAMAGES

3. MEDICAL EXPENSES

- 3.1 The 2nd Plaintiff has incurred significant medical expenses in respect of her emergency treatment in the George Town hospital in the Cayman Islands, and subsequent medical treatment under the BC public health insurance plan ("BC Health"). The 2nd Plaintiff's medical expenses incurred in the Cayman Islands were covered by an out of country travel medical insurance policy, and the insurer claims a right of subrogation in respect of any costs it incurred on behalf of the 2nd Plaintiff. Further particulars, including documents substantiating these amounts, invoices and payment summaries will be provided in due course on discovery. At the time of drafting this schedule the best estimate the 2nd Plaintiff can provide in

respect of medical expenses incurred on her behalf in the Cayman Islands is the sum of: **CIS1,000**

3.2 BC Health claim a right of subrogation in respect of all medical treatments required by the 2nd Plaintiff in relation to the injuries sustained in the collision. These expenses will include: office visits and consultations with doctors, Dr. Lepard, and Dr. Wiggins. Further, the additional medical and treatment costs incurred by BC Health will comprise the costs of tests, medical aids, x-rays, consultations, diagnostics and all other matters related to the primary medical treatment the 2nd Plaintiff has received. At the time of drafting this schedule the best estimate the 2nd Plaintiff can provide in respect of medical expenses incurred on her behalf in British Columbia since the collision is the sum of: **CIS3,000**

4. **TREATMENT EXPENSES**

PROVIDER	DATE OF SERVICES	AMOUNT CIS
Dr. Lepard	12-Dec-00	\$ 75.00
		<hr/>
		* \$ 75.00

* Estimate

PROVIDER	DATE OF SERVICES	AMOUNT CIS
CHIROPRACTIC		
Dr. Wiggins	30-Aug-01	\$ 6.28
	25-Oct-01	\$ 6.28
	27-Oct-01	\$ 6.28
	1-Nov-01	\$ 6.28
	6-Nov-01	\$ 6.28
	5-Apr-02	\$ 6.28
	9-Apr-02	\$ 6.28
	11-Apr-02	\$ 6.28
	16-Apr-02	\$ 6.28
	23-Apr-02	\$ 6.28
	2-May-02	\$ 6.28
	7-May-02	\$ 6.28
	9-May-02	\$ 6.28
	24-Jul-03	\$ 30.00
		* \$ 111.64

PROVIDER	DATE OF SERVICES	AMOUNT CIS
Acupuncture	7-Sep-01	\$ 31.43
	13-Sep-01	\$ 31.43
	10-Oct-01	\$ 31.43
	19-Oct-01	\$ 31.43
	5-Nov-01	\$ 62.87
	16-Nov-01	\$ 62.87
	19-Nov-01	\$ 62.87
		* \$ 314.33

* Estimate

PROVIDER	DATE OF SERVICES	AMOUNT	CIS
Massage Therapy	25-Oct-01	\$	6.29
	1-Nov-01	\$	6.29
	6-Nov-01	\$	6.29
	5-Apr-02	\$	6.26
	9-Apr-02	\$	6.26
	10-Apr-02	\$	6.26
	16-Apr-02	\$	6.26
	23-Apr-02	\$	6.26
	25-Apr-02	\$	6.26
	24-Jul-03	\$	23.88
			<hr/>
		*	\$ 80.31

PROVIDER	DATE OF SERVICES	AMOUNT	CIS
Psychologist	27-Jul-01	\$	75.46
	16-Feb-01	\$	75.46
	22-Jan-03	\$	80.70
	23-Jan-03	\$	80.70
	29-May-03	\$	80.69
		*	\$ 393.01

PROVIDER	DATE OF SERVICES	AMOUNT	CIS
Physiotherapy	27-Sep-01	\$	6.29
	3-Oct-01	\$	6.29
	4-Oct-01	\$	6.29
			<hr/>
		*	\$ 18.87

*Estimate

PROVIDER	AMOUNT CAD\$ FOR ONE YEAR	AMOUNT CIS
Rowing Club Advised Therapy	\$ 350.00	\$ 220.11
		<hr/>
		* \$ 220.11

* Estimate

5. **FUTURE MEDICAL COSTS**

5.1 The 2nd Plaintiff expects to incur additional and medical treatment costs in the future as she continues to suffer ongoing effects of these injuries and may require treatment. The best estimate the 2nd Plaintiff can provide at this time as to future medical costs is the sum of: **\$ 3,000.00**

Full particulars including substantiating and supporting documentation and relevant expert reports will be provided in due course on discovery.

6. **TRAVEL EXPENSES**

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Dr. Lepard Return Distance from the 2nd Plaintiff's home to Dr. Lepard's Office 40	1	80 miles x .30 per mile	
			*
			<hr/> \$ 24.00 <hr/>

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Dr. Wiggins Return Distance from the 2nd Plaintiff's home to Dr. Wiggin's Office 16 Miles	12	96 miles x .30 per mile	*
			<u>\$ 57.60</u>

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Acupuncturist Return Distance from the 2nd Plaintiff's home to Acupuncturist's Office 14	7	98 miles x .30 per mile	*
			<u>\$ 29.40</u>

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Psychologist's Office Return Distance from the 2nd Plaintiff's home to Psychologist's Office 12	5	60 miles x .30 per mile	*
			<u>\$ 18.00</u>

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Physiotherapist Return Distance from the 2nd Plaintiff's home to Physiotherapist's Office 22	3	66 miles x .30 per mile	*
			<u>\$ 19.80</u>

*Estimate

PROVIDER	No. of Visits	Charge per Mile	AMOUNT CIS
Massage Treatment Return Distance from the 2nd Plaintiff's home to Massage Therapist's Office 12	10	120 miles x .30 per mile	*
			<u>\$ 36.00</u>

*Estimate

7. **MISCELLANEOUS EXPENSES**

7.1 The 2nd Plaintiff incurred various miscellaneous expense related to the injuries, treatment, travel to and from medical practitioners and documentation in respect of this claim. The best estimate the 2nd Plaintiff is able to provide at this time is the sum of:

\$ 500.00

8. **COSTS OF TRIP TO CAYMAN ISLANDS**

8.1 The remainder of the 2nd Plaintiff's vacation to the Cayman Islands was ruined as a result of the injuries she sustained in the collision and her time spent in the hospital and caring for the 1st Plaintiff for the remainder of her days in the Cayman Islands. Furthermore, it was with extreme difficulty that the 2nd Plaintiff was forced to return to Canada, a matter of days after the collision. The 2nd Plaintiff claims the cost of her vacation to the Cayman Islands, the best estimate which can be provided at this time is:

\$ 3,000

Full particulars, including all supporting documentation will be provided in due course on discovery.

9. **LOSS OF CONSORTIUM**

9.1 As a result of the injuries and damages sustained by the 2nd Plaintiff (the girlfriend and later fiancée of the 1st Plaintiff), the 2nd Plaintiff has suffered a loss of

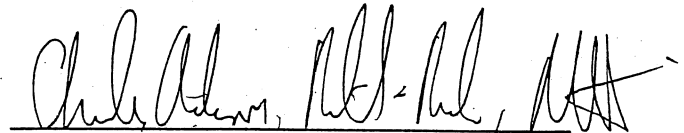
consortium occasioned by the loss of society, guidance, companionship and sexual relations. Full particulars including supporting documentation of this claim will be provided on discovery. To be determined

SUMMARY OF LOSS AND EXPENSE

<u>NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	General Damages	*Amount to be determined
2.	Medical Expenses:	\$ 1,000.00
3.	Treatment Expenses:	\$ 993.16
4.	Future Medical and Treatment costs:	\$ 3,000.00
5.	Travelling Expenses:	\$ 184.80
6.	Miscellaneous:	\$ 500.00
7.	Cost of Trip to Cayman Islands:	\$ 3,000.00
8.	Loss of Consortium:	*Amount to be determined
TOTAL:		* Amount to be determined

* The particulars of these claims will be provided at a later date.

Dated this 3rd day of December 2003.



**Charles Adams, Ritchie & Duckworth
Attorneys-at-Law for the 2nd Plaintiff**

THIS Schedule of Damages was filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law, for and on behalf of the 2nd Plaintiff herein, whose address for service is that of their said Attorneys-at-Law, P.O. Box 709G, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.