



Neutral Citation Number: [2025] CIGC (Civ) 3

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

Cause No: G 0200/2021

**BETWEEN:**

**MILA LEE FOSTER**  
**(Suing by her daughter and Next Friend,**  
**LEANNA GABRIELLA DIXON)**

**Plaintiff**

**-and-**

**RAYMOND IRVIN SCOTT**

**Defendant**

**Appearances:**           **Mr Kyle Broadhurst and Ms Tiziana Romano of Broadhurst LLC for the Plaintiff**  
**Mr Nicholas Dixey of Nelsons for the Defendant**

**Before:**                   **The Honourable Justice Jalil Asif KC**

**Heard:**                   **11 December 2024**

**Ex tempore judgment delivered:**           **11 December 2024**

**Finalised judgment approved:**           **15 January 2025**

*Personal injury claim—Plaintiff suffering serious brain injury—Defendant’s insurance subject to policy limit—approval of proposed settlement that insurers pay full amount of policy limit*  
*Personal injury claim—contingency fee agreement between Plaintiff and attorneys—approval of terms of contingency fee agreement—approval of fees sought*

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## PUBLIC JUDGMENT

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*This is a redacted version of my judgment on the approval of the proposed settlement of this claim. The sole redaction is to withhold the amount of the settlement at the request of Ms Dixon, who is concerned that Ms Foster may be vulnerable to exploitation due to her incapacity. The unredacted judgment has been placed on the court file under seal.*

1. This matter is before me this morning for approval of an intended settlement of a claim brought on behalf of Mila Lee Foster against Raymond Irvin Scott. The very sad genesis for this case is a road traffic accident on 12 October 2020, when Ms Foster was intending to cross a side-road as a pedestrian and, in circumstances which were contested in this action, the car driven by Mr Scott, which was turning into the side road, struck Ms Foster.
2. I am told that the accident occurred at relatively low speed, but it appears that the consequences for Mrs Foster were very severe in the sense that she suffered a number of very serious physical injuries and, as a consequence of her physical injuries or associated with them, she has suffered very significant brain injuries which have had a life-changing effect upon her.
3. The claim was listed before me for a trial on liability, starting on Monday this week, liability being in dispute between the parties. At the end of last week, the parties reached an intended settlement of the entirety of the claim, subject to my considering the proposed settlement and determining that it was appropriate to approve it in Ms Foster's best interests. This morning has therefore been the hearing of that application for approval of the proposed settlement.
4. I have seen an affidavit of Ms Romano of Broadhurst LLC, sworn on 6 December 2024, and an exhibit containing a number of very helpful supporting materials describing the nature of Ms Foster's injuries suffered in the accident, her post-accident treatment and recovery, her condition and prognosis, and her ongoing care needs and needs for aids and equipment to assist with her care going forward. I also have an affidavit of Leanna Dixon, who is Ms Foster's daughter and her next friend for the purpose of the proceedings, both of whom invite me to approve the intended settlement.

5. I also record that, in the course of the hearing, Mr Dixey appearing on behalf of Mr Scott expressed Mr Scott's deep regret for the accident and the tragic consequences for Ms Foster and her immediate family.
6. The materials before me indicate that on a full liability basis this would be a very high value claim, reaching several millions of dollars to cover Ms Foster's pain and suffering and loss of amenity consequent on the accident; to cover her past and future care costs and aids and equipment, which are going to be very significant for the rest of her life; and also to compensate her for her loss of earnings as a result of not being able to work due to her injuries sustained in the accident.
7. The issue which has driven the intended settlement in this case is that Mr Scott was insured on a road traffic policy of insurance with a limit on the insurers' liability in relation to accidents of this kind of **redacted**, including legal costs. On any view, even allowing for the issues on liability, the strong likelihood is that if liability were established and subject to any contributory negligence on Ms Foster's part, the value of the claim would be many times more than the policy limit under the insurance policy. Mr Scott has some limited personal assets of his own, and some of those assets have been realised in order to provide the plaintiff with some additional compensation over and above the policy limit.
8. In light of that policy limit and in light of Mr Scott's limited personal assets and means, it is a sensible decision, in my judgment, to resolve these proceedings on the basis that Mr Scott's insurers pay the full policy amount available plus a contribution towards the Plaintiff's legal costs and disbursements incurred in pursuing the claim, and that Mr Scott makes a personal contribution, which is not insignificant in light of his level of assets and earnings.
9. In my judgment, the proposed settlement is a reasonable one in all the circumstances, and I have no hesitation in endorsing the decision made by Ms Foster's legal advisors to advise her to accept that settlement, and the decision by Ms Dixon on Ms Foster's behalf as her next friend to accept that advice and to agree to complete the settlement on her mother's behalf.
10. Like many of these cases, this case is tragic. The accident has had, as I said, life-changing impacts on Ms Foster. No sum of compensation can ever bring her back to that pre-accident condition, and the Court simply does not have that power. The most that an award for compensation can do is to try to make Ms Foster's life going forwards a little bit more comfortable, and to provide for at least some

of her care needs going forwards, and I am satisfied that the assessment that is proposed, and which I will approve, at least goes some small way towards providing that additional care in the future.

11. In addition, I approve the terms of the Contingency Fee Agreement between Ms Foster and her attorneys, which in my judgment strikes a reasonable balance between the risk incurred by the Plaintiff's attorneys and the value of her claim; and I approve the legal fees sought by the Plaintiff's attorneys in accordance with s.5 of the Private Funding of Legal Services Regulations.

**Dated 15 January 2025**



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**THE HONOURABLE JUSTICE JALIL ASIF KC  
JUDGE OF THE GRAND COURT**