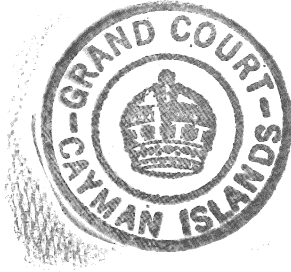


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 36 OF 2017
LACV0201/2016

BETWEEN:



PATRICK ANTHONY WHYTE

Plaintiff

-AND-

PAINT PROS LTD.

Defendant

AMENDED WRIT OF SUMMONS



TO: PAINT PROS LTD.
P.O. BOX 31671
UNIT #5 JJT WAREHOUSES
INDUSTRIAL PARK
GRAND CAYMAN KY1-1207
CAYMAN ISLANDS

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 fourteen (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, 61 Edward Street, George Town, Grand Cayman, 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 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 ~~20th day of February 2017~~ 20th June 2019.

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 issued unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff resides at 536 Marina Drive, Prospect, Grand Cayman and at all material times he was employed by the Defendant as a painter. In the alternative the Plaintiff was engaged in a contract for service with the Defendant.
2. The Defendant at all material times is a registered company whose address is Unit #5 JJT Warehouses, Industrial Park, George Town, Grand Cayman, Cayman Islands.
3. On 10 May 2016, and at all material times, the Plaintiff was employed or engaged in a contract for service by the Defendant to work on the property of Savannah Water Authority as a painter. During and in the course of his employment/contract for service the Plaintiff was directed and required by the Defendant to climb up a ladder and paint the building on the said property. The Plaintiff was required to do work on the ladder, which was about twenty feet above the ground. The work process involved a reasonable possibility of injury to the Plaintiff.
4. It was a term of the contract of employment between the Plaintiff and the Defendant and/or it was the duty of the Defendant to take all reasonable care precautions for the safety of the Plaintiff, while he was engaged in his work as a painter, not to expose the Plaintiff to a risk of any damage or injury which they knew or ought to have known, to provide an maintain suitable plant, tackle and appliances to allow the Plaintiff to carry out his work safely, and to provide a safe system of work.
5. At about 1 pm on 10 May 2016, the Plaintiff, during and in the course of his employment/contract for service and pursuant to the directions and requirements of the Defendant, its servants or agents was so engaged in painting the building when the ladder, which was not secured at any point, slipped and the Plaintiff fell to the ground sustaining injury.
6. As a result of the incident, the Plaintiff suffered severe personal injuries, loss, damage, inconvenience and expense. He was taken to the George Town Hospital where he was treated for 19 days.
7. The injuries, loss and damage to the Plaintiff were caused by the breach of contract, breach of statutory duty and/or negligence of the Defendant, its employees or agents.

PARTICULARS OF BREACH DUTY (INCLUDING STATUTORY DUTY)

8. The work in which the Plaintiff was engaged was one to which Part VIII, sections 60 (c) and 62 (c) of the Labour Law (2011 Revision) and The Labour (Occupational Safety and Health) (Construction Industry) Regulations 2008 applied and the Defendant, his employees or agents was negligent and in breach of its statutory duties by:
- a. Failing to take any or any adequate precautions for the safety of the Plaintiff when he was engaged in the work he was directed to perform;
 - b. Exposing the Plaintiff to a risk of damage or injury of which the Defendant knew or ought to have known;
 - c. Caused, permitted or failed to prevent the Plaintiff falling from the ladder;
 - d. Failing to provide the Plaintiff with adequate or suitable safety equipment to enable him to carry out the work safely;
 - e. Failing to provide the Plaintiff with sufficient working space;
 - f. Requiring, causing or permitting the Plaintiff to use the ladder when it was not secure;
 - g. Failing to ensure that the ladder was so positioned as to ensure its stability during use;
 - h. Failure to ensure that the ladder was prevented from slipping during use by securing the lower ends with an effective stability device or any other arrangement of equivalent effectiveness;
 - i. Failing to provide the Plaintiff with a safe working platform;
 - j. Failing to provide the Plaintiff with any or any suitable or sufficient means for arresting his fall when he was working some distance above the ground;
 - k. Failing to provide the Plaintiff with any or any suitable personal suspension equipment when he was working some distance above the ground;
 - l. Directing and requiring the Plaintiff to carry out the work at a significant height above the ground without providing him with any or any adequate

safety equipment in the event of a fall when they knew or ought to have known that it was unsafe and dangerous to carry out the work in this manner;

- m. Failing to take any or any adequate precautions for the safety of the Plaintiff while he was engaged in the work;
 - n. Failing to make any or any suitable efficient assessment or evaluation of the risk;
 - o. Failing to provide or maintain a safe and proper system of work;
 - p. Failing in all the circumstances to take reasonable care for the safety of the Plaintiff.
9. The Plaintiff will rely on the doctrine of Res Ipsa Loquitur.
10. The Plaintiff reserves the right to provide additional particulars of negligence and/or breach of statutory duties at any time up to and including the trial of the action.
11. By reason of the Defendant's negligence and/ or breach of statutory duties the Plaintiff suffered injuries, loss and damage.

PARTICULARS OF INJURIES

The Plaintiff has suffered and continues to suffer very serious injuries as a result of the incident. The injuries include:

- a. Comminuted fracture of the left elbow;
- b. Dislocation of the distal radio-ulnar joint;
- c. Fracture of the left ankle

The Plaintiff was born on 2 September 1974 and was 42 years old at the time of the accident. He is married and has two children, 11 and 13 years old.

The extent to which the Plaintiff will be able to recover from his injuries is still unknown. He experiences continuing pain. He has been unable to resume his usual occupation and is unable to participate in any kind of physical activity. The injuries have permanently affected the Plaintiff's day-to-day life and his enjoyment of it.

The Plaintiff reserves his right to provide further and better particulars of his injuries prior to trial.

PARTICULARS OF SPECIAL DAMAGES

- 1. Past and future medical expenses;

2. Expenses incidental to receiving medical treatment;
3. Travelling expenses;
4. Loss of income;
5. Disadvantage on the labour market.

The Plaintiff reserves the right to provide additional particulars of Special Damage prior to the hearing of the action.

AND THE PLAINTIFF CLAIMS:

1. Damages;
2. Pre and Post-Judgment interest on damages pursuant to section 34 of the Judicature Law (2013 Revision);
3. Costs;
4. Such further and other relief as this Honourable Court deems just.

Dated this ~~20th day of February 2017~~ 20th June 2019.

Broadhurst
BROADHURST LLC
Attorneys-at-Law for the Plaintiff

This Writ of Summons was issued by Broadhurst LLC, Attorneys-at-law for the Plaintiff, whose address for service is 40 Linwood Street, George Town, Grand Cayman, Cayman Islands.