

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: OF 2021

BETWEEN:

ALANDO FAIRWELL BROWN

Plaintiff

AND

URELDA PHILLIPS

Defendant

WRIT OF SUMMONS



TO: Urela Phillips
77 Starapple Road,
Bodden Town,
Grand Cayman,
Cayman Islands

And as a Notice Party to: Saxon Insurance Company
14 Saturn Close, Eastern Avenue
P.O. Box 1094, George Town
Grand Cayman KY1-1205
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim 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 16 day of November 2021.

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.

STATEMENT OF CLAIM

1. At all material times, the Plaintiff, Alando Brown, was the driver of a Toyota Passo motor vehicle with registration number 201 365.
2. The Defendant, Urelida Phillips, was at all material times the driver of a Honda Civic motor vehicle with registration number 133 013.
3. On or about the afternoon of November 25th 2020, the Plaintiff was driving his motor vehicle in a prudent and lawful manner and in a westerly direction along Shamrock Road towards George Town. All of a sudden, and without any warning, a motor vehicle being driven by the Defendant dangerously emerged from a driveway in the vicinity of Soto Lane, violently colliding with the driver's side of the Plaintiff vehicle.
4. The collision was caused solely by the negligence of the Defendant and/or breach of statutory duties under Sections 67 and 68 of the *Traffic Act 2021* and was cited for careless driving.

PARTICULARS

5. The Defendant was negligent and guilty of breach of the said statutory duties by:
 - a. failing to yield the right of way;
 - b. emerging from a driveway onto a major roadway when it was unsafe and dangerous to do so;
 - c. failing to keep any or any proper lookout;
 - d. executing a maneuver before first ensuring it was safe to do so;
 - e. failing to exercise due care and attention while using the roadway, and neglecting to have due regard for the safety of other road users;
 - f. failing to drive in such a manner as to have full control of her motor vehicle at all times;
 - g. failing to drive at a speed and in a manner and at a distance from other vehicles as to be able to stop in an emergency without being involved in a collision;

- h. failing to stop, to slow down, to swerve, or do anything to manage or control her vehicle so as to avoid causing the collision;
 - i. where the road junction was without a traffic sign, failing to drive in a way so as to avoid the possibility of a collision;
 - j. driving at a speed which was too fast in the circumstances;
 - k. failing to give way;
 - l. failing to see the Plaintiff in time or at all;
 - m. failing to apply her brakes whether in time or at all;
 - n. failing to steer or control her vehicle so as to avoid the said collision;
 - o. creating an emergency;
 - p. failing to exercise reasonable skill and care to be expected of a reasonably skillful and careful driver in the circumstances; and/or
 - q. failing to take reasonable care in all the circumstances.
6. Further or alternatively, the Plaintiff will rely on the doctrine of *res ipsa loquitar*. At the time of the collision, the Defendant was traveling from a private driveway onto a major roadway, and so drove her vehicle without giving way, colliding with the Plaintiff.
7. By reason of the Defendant's negligence and breaches of duty, the Plaintiff has suffered serious and permanent injuries, losses, and extensive damages.

PARTICULARS OF INJURIES

8. Immediately after the collision, the Plaintiff was taken by Ambulance to George Town Hospital and was admitted to the Intensive Care Unit. The Plaintiff underwent a CT examination, which revealed an intra-cranial brain bleed. The Plaintiff remained in hospital for three days and was thereafter released to the care of a neurologist, his general practitioner, and to a physiotherapist.
9. The Plaintiff suffered serious injuries as a result of the collision and continues to suffer as a result of the injuries sustained. The injuries include, but are not limited to, the following:
- a. traumatic brain injury;
 - b. brain bleed including extradural hematoma;
 - c. concussion and amnesia;

- d. severe headaches;
- e. severe insomnia and brain fog;
- f. severe cognitive issues;
- g. thorax injury;
- h. chest pain;
- i. shoulder pain;
- j. neck pain;
- k. right knee pain;
- l. reduced balance and reactions;
- m. intermittent blurred vision;
- n. anxiety;
- o. weight gain;
- p. sleep apnea;
- q. fatigue; and/or
- r. post-traumatic stress disorder.

10. The Plaintiff suffered multiple injuries in the collision which continue to affect his ability to lead a normal life. He continues to suffer from regular headaches, aches and pains in his head, pains in his neck and shoulders, sleep disturbance, insomnia, weight gain, brain fog and deep fatigue. The Plaintiff's quality of life has been severely affected and further adverse sequelae cannot be ruled out. The Plaintiff reserves the right to provide further and better particulars of his injuries prior to trial.

PARTICULARS OF SPECIAL DAMAGES

11. The Plaintiff has not been able to return to any form of paid employment as a direct result of the injuries suffered from this collision.

12. The Plaintiff has suffered loss and incurred expenses as a result of the collision which are ongoing. Full particulars of special damage will be supplied at a later date by way of a schedule of damages, including but not limited to claims for loss of income, medical treatment, travel, equipment, gratuitous care, interest and costs. Full particulars of the Plaintiff's special damages and losses, which are continuing, will be provided at trial.

AND THE PLAINTIFF CLAIMS:

- (1) Damages;
- (2) Pre-Judgment interest in accordance with Section 34 of the *Judicature Act* (2017 Revision);
- (3) Post-Judgment interest in accordance with Section 34 of the *Judicature Act* (2017 Revision);
- (4) Costs;
- (5) Such further or other relief as this Honourable Court deems just.

Dated this 16 day of November 2021.



Broadhurst LLC
Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim is issued by Broadhurst LLC, Attorneys-at-Law for the Plaintiff, whose address for service is 4th Floor, Monaco Towers, 54 Edward Street, P.O. Box 2503, Grand Cayman KY1-1104, Cayman Islands.

INDORSEMENT AS TO INSURER OF MOTOR VEHICLE

The Plaintiff's claim arises out of the use of a motor vehicle on a public road. The insurer of the vehicle of the Defendant named herein is Saxon Insurance, whose address for service is 337 Eastern Avenue, George Town, Grand Cayman KY1-1203.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 endorsed on the Writ (i.e. the words “Statement of Claim” appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (14) days after his Acknowledgement, 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 installments or otherwise.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (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 is 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 steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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.

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Plaintiff

AND

URELDA PHILLIPS

Defendant

**ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him/her 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 he may have to pay the costs of 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 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

[Defendant in Person]

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 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.

Endorsement by Plaintiff’s Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

BROADHURST LLC
ATTORNEYS-AT-LAW
54 Edward Street, P.O. Box 2503
George Town, Grand Cayman,
Cayman Islands, KY1-1104

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

[Empty box for Defendant's Attorney endorsement]