



AND:

**D COURT OF THE CAYMAN ISLANDS**

**VAUGHN COLEY**

**CAUSE NO: G OF 2021**

PLAINTIFF

**(1) ADVANCE FIRE & PLUMBING LTD.**

FIRST DEFENDANT

**(2) NCB CONSTRUCTION LTD.**

SECOND DEFENDANT

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**WRIT OF SUMMONS**

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**To:** Advance Fire & Plumbing Ltd.  
PO Box 10301  
Grand Cayman KY1-1003  
Cayman Islands

**And:** NCB Construction Ltd.  
Ground Floor, 136  
Shedden Rd, One Capital Place  
P.O. Box 10251 APO  
Grand Cayman  
KY1-1003

**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, 495GT, George Town, Grand, Cayman, the accompanying Acknowledgement of Service stating 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 judgement may be entered against you forthwith without further notice.

Issued this day of June 2022.

**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 acknowledgement of service are given with the accompanying form.

**STATEMENT OF CLAIM**

1. The First Defendant company is and was at all material times, a registered company situated at Redgate Rd, George Town, Grand Cayman, within the Cayman Islands and carries on the business of installing fire systems and plumbing.
2. The Plaintiff was employed by the First Defendant company as a Journeyman Plumber.
3. The Plaintiff is and was at all material times, working at his former employer's worksite at the SeaDreams development located at North West Point, West Bay, Grand Cayman.
4. The Second Defendant is a resident Cayman Islands company with a registered address of P.O. Box 10301, Grand Cayman KY1-1003, Cayman Islands.
5. The Second Defendant was the developer and main contractor for the Sea Dreams development located at North West Point, West Bay, Grand Cayman.
6. The Plaintiff was engaged to work at the SeaDreams development and the said work and or the place of work was one to which the Labour (Occupational Safety & Health) (Construction Industry) Regulations, 2008 (the "Regulations") applied and to which the provisions of Part VIII of the Labour Law (2011 Revision) (the "Labour Law") applied. The Plaintiff contends that the First and Second Defendant were contractors (the "Defendants") carrying on construction at the said location within the meaning of the aforesaid Regulations.
7. On 18 December 2020, while acting in the course of his employment, the Plaintiff suffered an injury onsite whilst walking towards the employee's lunch shed. Upon approaching the covered shed the Plaintiff was required to step over a bundle of "3/8" steel rebars which blocked access to the lunch shed.
8. As he stepped over the steel rebars his foot slipped on wet concrete residue on the ground, twisting his left foot and causing him to fall awkwardly onto the left foot, resulting in broken bones to both sides of his left ankle. The Plaintiff was wearing appropriate gear for construction when he suffered the injury.
9. The accident was caused or contributed to by the negligence and/or breach of statutory duty of the Defendants, their employees or agents acting in the course of their employment.

PARTICULARS OF BREACH OF STATUTORY DUTY, COMMON LAW  
DUTY AND NEGLIGENCE

- (a) Failed to provide a safe place of work as well as a safe system of work for the Plaintiff;
- (b) Failed to make suitable and sufficient assessment of the risk to the safety of the Plaintiff whilst at work;
- (c) Failed to develop a coherent overall prevention policy which covers organisation for work, working conditions and other factors relating to the working environment;
- (d) Failed to ensure the health, safety and welfare at work of the Plaintiff.
- (e) Failed to undertake a suitable and sufficient assessment of the risk of such work contrary to 6 or 8 of the Regulations and or negligently conduct a safety or hazard assessment for the workplace or to heed the results of any assessment.
- (f) Failed contrary to sections 6 or 8 of the Regulations and or negligently to ensure that the place of employment was free from predictable hazards likely to cause serious physical harm to its workers.
- (g) Failed contrary to sections 6 or 8 of the Regulations and or negligently institute or follow a suitable and safe working system.
- (h) Failed to take any or any adequate care for the safety of the Plaintiff.
- (i) Negligently exposed the Plaintiff to danger or foreseeable risk of injury.
- (j) Failed in all the circumstances to discharge the duty of care owed to the Plaintiff.
- (k) Failed to warn its employee of the dangers to the Plaintiff and others of working as above or otherwise to prevent him from doing so.
- (l) Failed to provide the Plaintiff with information as to the risks to his health and safety; the preventative and protective measures to be taken;

10. The Plaintiff will further rely upon the facts as evidence of negligence under the maxim '*res ipsa loquitur*' on the part of the Defendants or their servants or agents.
11. Because of the matters aforesaid, the Plaintiff has suffered injury loss and damage. Full particulars will be provided upon discovery.

#### PARTICULARS OF INJURY

12. The Plaintiff was engaged to work and worked for the Defendants for approximately three years and four months and was four years away from the normal or expected retirement age and was before the accident, in robust good health.
13. The Plaintiff who is now aged 63 years having been born on 14 February 1959 suffered pain, injury, loss and damage.
14. The Plaintiff developed severe pain in his ankle and was transported in a private vehicle to the Health Services Authority Hospital in George Town (the "HSA Hospital") where he was treated.
15. On 29 December 2020, he underwent surgery on his left ankle, which required the insertion of a plate and screws to the left ankle. Following surgery, the Plaintiff was required to wear a full orthopaedic boot severely limiting his movements even with the aid of crutches.
16. On, 11 November 2021 the Plaintiff underwent his second surgery for the removal of the plate and screws from his left ankle. Thereafter, he was semi-ambulatory with the use of crutches. On 12 December 2021, he underwent a third procedure for the removal of the staples from his left ankle. The Plaintiff was also required to undergo weeks of physical therapy, in addition to pain management medication for ankle pain. Presently he has ongoing symptoms of pain and disability including pain, spasms and ankle instability requiring ongoing use of a support boot.
17. Full and further particulars will be provided at trial.

#### PARTICULARS OF SPECIAL LOSS

18. The Plaintiff will file and serve a full Schedule of Loss as and when all items of loss have been quantified. The heads of special loss to date include;

- (a) Loss of earnings to date.
- (b) Medical expenses to date
- (c) Out of pocket expenses to date

AND THE PLAINTIFF claims:

- (1) Damages; and
- (2) General damages
- (3) Special damages for his losses to date and continuing.
- (4) Interest thereon pursuant to the Judicature Law (2013 Revision) or at such rate and for such time as the Court shall deem fit.
- (5) Costs.
- (6) Such further and/or other relief as may be just.

Dated the *2nd* day of June 2022.



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**MARTHA SELICEA RANKINE**  
**Attorney-at-Law for the Plaintiff**

This WRIT AND STATEMENT OF CLAIM was issued by Martha Selicea Rankine, Attorney-At-Law for the Plaintiff, whose address for service is P.O. Box 1191 2<sup>nd</sup> Floor, Genesis Building, 13 Genesis Close, George Town, Grand Cayman KY1-1503.

**Acknowledgment of service of writ of summons (O.12, r.3)**

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

The accompanying form of Acknowledgment 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, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiffs (or on the Plaintiffs if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e., the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 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 indorsed on the Writ, the Defence need not be served until 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 Plaintiffs 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 14 days after his Acknowledgment, 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 instalments or otherwise.

**See over for notes for guidance.**

**Please complete overleaf.**

**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 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 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  
CIVIL DIVISION**

**CAUSE NO: G OF 2021**

**BETWEEN: VAUGHN COLEY**

PLAINTIFF

**AND: (1) ADVANCE FIRE & PLUMBING LTD.**

FIRST DEFENDANT

**(2) NCB CONSTRUCTION LTD.**

SECOND DEFENDANT

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**WRIT OF SUMMONS**

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**ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

**To:** Advance Fire & Plumbing Ltd.  
PO Box 10301  
Grand Cayman KY1-1003  
Cayman Islands

**And:** NCB Construction Ltd.  
Ground Floor, 136  
Shedden Rd, One Capital Place  
P.O. Box 10251 APO  
Grand Cayman  
KY1-1003

If you intend to instruct an Attorney to act for you, give him 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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)  
 YES  NO

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3. If the claim against the Defendant is for a debt or liquidated demand, **AND** she 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
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Service of the Writ is acknowledged accordingly.  
 (Signed).....Attorney for the Defendant.

**Please complete overleaf.**

**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 Plaintiffs' Attorney (or by plaintiffs if suing in person) of his name, address, and reference, if any, in the box below.

Martha Selicea Rankine Attorney-At-Law P.O. Box 1191 2 <sup>nd</sup> Floor, Genesis Building, 13 Genesis Close, George Town Grand Cayman KY1-1503 T: +1 (345) 547-6725
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Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address, and reference, if any, in the box below.

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