



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

CAUSE NO: OF 2023

BETWEEN:

GEMMA MOLINA

Plaintiff

AND

JESSICA ANN NUNEZ

Defendant

WRIT OF SUMMONS

TO: Jessica Ann Nunez
123 Bayfield Crescent
Bodden Town, Grand Cayman
Cayman Islands

And as a Noticed Party To: **Cayman First Insurance Company**
Cayman First Center
17 Vibert Bodden Drive
George Town
Cayman Islands KY1-1105

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 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 13 day of September 2023.

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, Gemma Molina, of B1 166 Frank Sound Road, North Side, Cayman Islands, was the lawful owner and operator of a Hyundai Tucson, with motor vehicle registration number 154 277.
2. The Defendant, Jessica Ann Nunez of, 123 Bayfield Crescent, Bodden Town, Cayman Islands, was at all material times the owner and operator of a Chevrolet Captiva motor vehicle registration number 218 649.
3. On or about January 25, 2023, at approximately 6 p.m., the Plaintiff was lawfully travelling left lane along Crewe Road, near King's Gym and going towards Hurleys, when the Defendant dangerously exited the parking lot of King's Gym, trying to cross two lanes of traffic to go towards George Town. Without any warning the Defendant crossed into the path of the Plaintiff, creating a situation of danger, and causing a collision in the lefthand lane.
4. As a result of the collision, the Plaintiff suffered severe injuries and had to seek medical treatment.
5. The collision was caused by the negligence of the Defendant and/or the breach of her statutory duties under Sections 67 and 68 of the *Traffic Act 2021*.

PARTICULARS OF NEGLIGENCE

6. The Defendant was negligent and guilty of breach of the said statutory duties by:
 - a) Entering the roadway and across traffic when it was unsafe to do so;
 - b) Failing to drive in such a manner as to have full control of her vehicle at all times;
 - c) Failing to give the right of way to other vehicles while attempting to exit a parking lot;
 - d) Driving her vehicle across two lanes of traffic when it was unsafe and unlawful to do so;
 - e) Failing to see the Plaintiff in time or at all due to inattentiveness;
 - f) Failing to exercise due care and attention when using the road and failing to have due regard to the safety of other road users;
 - g) Failing to stop, swerve, steer or do anything to manage or control her vehicle so as to avoid the collision;

- h) Failing to drive at a speed and in a manner and at a distance from other vehicles as to be able to stop without being involved in a collision;
 - i) Failing to keep any proper lookout;
 - j) Acting recklessly with disregard for the safety of others;
 - k) Driving at a rate of speed that was too fast in all the circumstances;
 - l) Failing to apply her brakes whether in time or at all;
 - m) Failing to maintain lane discipline;
 - n) Failing to exercise reasonable skill and care to be expected of a reasonably skillful and careful driver in the circumstances; and
 - o) Failing to comply with the Road Code.
7. By reason of the Defendant's negligence and/or breaches of duty, the Plaintiff has suffered injuries, loss and damages.
8. Further or alternatively, the Plaintiff relies upon the doctrine of *res ipsa loquitur*.

PARTICULARS OF INJURIES

9. The Plaintiff, whose date of birth is November 21, 1996, was 26 years old on the date of the collision. As a result of the impact, the Plaintiff's vehicle was damaged to the extent that the Plaintiff was trapped in the vehicle, and the vehicle was no longer roadworthy.
10. The Plaintiff suffered serious injuries as a result of the collision and continues to suffer from the injuries sustained. The injuries include, but are not limited to, the following:
- a) Hand tremors;
 - b) Radiating neck pain;
 - c) Reduction in neck movement/function;
 - d) Cervical nerve shocks;
 - e) Severe headaches;
 - f) Lower back pain;
 - g) Weight loss;
 - h) Fatigue;
 - i) Sleep disturbances;
 - j) Flashbacks;
 - k) General anxiety;
 - l) Driver's anxiety;
 - m) Sexual dysfunction/reduced libido;

- n) Post-traumatic stress disorder; and
- o) Low mood.

11. The extent to which the Plaintiff will be able to recover from her injuries is unknown. The Plaintiff continues to suffer from several of the above injuries and is impacted by them on a daily basis.

PARTICULARS OF SPECIAL DAMAGES

12. At the time of the collision, the Plaintiff was employed as a server at Rum Point. The Plaintiff has since been incapable of working at the same capacity due to her injuries. The Plaintiff has therefore suffered a past and future loss of income and earning capacity.

13. 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 her injuries prior to trial.

14. 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.

15. The Plaintiff claims pre and post judgment interest pursuant to section 34 of the *Judicature Act (2021 Revision)* in accordance with the *Judgment Debts (Rates of Interest) Rules* (as amended).

AND THE PLAINTIFF CLAIMS:

- (1) General damages;
- (2) Special damages;
- (3) Pre-Judgment interest on damages pursuant to the *Judicature Act (2017 Revision)*;
- (4) Post-Judgment interest on damages pursuant to the *Judicature Act (2017 Revision)*;
- (5) Costs;

Dated this 13 day of September 2023.



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 claims arise out of the use of a motor vehicle on a public road. The insurer of the vehicle driven by the Defendant named herein is Cayman First Insurance, Cayman First Centre, 17 Vibert Bodden Drive, George Town, Grand Cayman, KY1-1105, Cayman Islands.

INDORSEMENT AS TO INTEREST

Interest on both general and special damages in accordance with the *Judicature Act (2021 Revision)* in accordance with the *Judgment Debts (Rates of Interest) Rules* (as amended) to be assessed.

**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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BETWEEN:

GEMMA MOLINA

Plaintiff

AND

JESSICA ANN NUNEZ

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:

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 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.