



GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2023

JERMAINE THOMPSON

PLAINTIFF

AND

LG CONTRACTING LIMITED

RESPONDENT

WRIT OF SUMMONS

TO: LG Contracting Ltd.
 P.O. Box 301642
 Grand Cayman Islands KY1-1201
 Cayman Islands

AND AS A NOTICED PARTY TO: Vanguard Risk Solutions (Cayman) Ltd.
 (formerly Fidelity Insurance (Cayman) Ltd.)
 6A Dr. Roy's Drive

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 the Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, 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 judgement may be entered against you forthwith without further notice.

Issued this ___ **day** of _____ 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 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 was employed by the Respondent as a construction worker.
2. The Respondent at all material times was a construction company engaged with providing contractor and construction services at Block 7 at Camana Bay, George Town, Grand Cayman ("the site").
3. On or about the 13th of April 2021 employees, servants and/or agents of the Respondent were taking down the 550 construction jacks which were used to hold poured cement while it was set at the site when they were instructed by Respondent Managing Director and site supervisor, Mr. Alex Laing, to do other duties.
4. On or about the 14th of April 2021 whilst the Plaintiff was on the job site at Block 7, Camana Bay, one of the said 550 construction jack that was being used to brace sections of a building while poured cement set, fell and hit the Plaintiff on his right shoulder.
5. The Plaintiff was subsequently refused an ambulance and he had to drive himself to the doctor, using his left arm where he spent a total of two (2) hours at the hospital before he received treatment.
6. The accident was caused or contributed to by the negligence of the Respondents and/or their employees and/or servants of the Respondent acting in the course of their employment. Further, the Respondents are vicariously liable for the actions and omissions of their employees in that they were within the field of activities entrusted to them by the Respondent, and there was sufficient connection between their position and their wrongful conduct to make it right that the Respondent be held liable.

PARTICULARS OF NEGLIGENCE AND/OR BREACH OF CONTRACT AND/OR BREACH OF SECTIONS 6, 7, 8 AND 9 OF THE LABOUR (OCCUPATIONAL SAFETY AND HEALTH) (CONSTRUCTION INDUSTRY) REGULATIONS, 2008 AND/OR BREACH OF SECTION 58 OF THE LABOUR LAW (2011 REVISION)

- (a) The circumstances speaks for themselves;
- (b) Failing to employ safe and considerate fellow employees;
- (c) Exposing the Plaintiff to foreseeable risk of injury;
- (d) Failing to heed or choosing to ignore the risk of injury;
- (e) Failed to take reasonable care to ensure that the job site was reasonably safe for the employees to carry out their duties;
- (f) Failed to ensure that the 550 jack pipes were removed completely after the employees had started to remove them;

- (g) Failed to hire a competent members of staff to supervise workers;
 - (h) Failed to ensure that the 550 jack pipes were properly secured after the suspended attempt to remove them and after the employees were instructed to leave them alone and pursue another task;
 - (i) Failed to or properly perform hazard assessments pursuant to Regulation 6 (1) (a) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations 2008;
 - (j) Failed to ensure that the place of employment is free from predictable hazards that are likely to cause death or serious physical harm to workers and the public pursuant to Regulation 6 (1)(b) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations 2008;
 - (k) The Respondent by its employees and/or servant failed to comply with the law, regulations, and any additional safety requirements that the contractor may establish pursuant Regulation 9 (1)(a) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations 2008;
 - (l) The Respondent's employees, servant and/or agents failed to take reasonable care of the health and safety of others that may have been affected by their actions or omissions pursuant Regulation 9 (1)(b) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations 2008;
 - (m) Failed to ensure the health safety and welfare of the employee pursuant to section 58 of the Labour Act;
 - (n) Failed to provide proper equipment for the prompt transfer of an injured employee to a medical facility or a communication system to contact an ambulance service pursuant to Section 7 (1)(b) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations 2008;
 - (o) Failed to ensure that suitable and safe working systems are instituted and followed pursuant to Section 8 (d) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations 2008 and otherwise
7. The Plaintiff will rely on the doctrine of res ipsa loquitor.
8. By reason of the aforesaid, the Plaintiff has suffered personal injury, loss, and damage.

Particulars of Personal Injury

9. The Plaintiff who was born on the 25th of January 1984 and was aged 37 (thirty-seven) at the time of the incident suffered severe and persistent pain to his right shoulder.
10. The Plaintiff, suffered the following injuries;
- a. Persistent excruciating pain in his right shoulder;
 - b. Mild AC joint arthrosis with prominent undersurface osteophytes that may contribute to subacromial impingement;
 - c. Mild fibers of supraspinatus which may contribute to subacromial impingement.

11. The Plaintiff was treated at the George Town Hospital in relation to the persistent pain. He was referred to an orthopedic surgeon Dr. Alvin Almeida on the 27th of July 2023, who recommended that the Plaintiff pursue Plasma Rich Platelet Injections.

TAKE NOTICE that the Plaintiff's medical treatment is ongoing, and he reserves the right to update this head as further and better particulars become available.

Particulars of Special Damage

12. The Plaintiff has suffered losses and incurred expenses because of the accident.

13. The Special damages claimed by Plaintiff are set out in the schedule of past and future expenses and losses which is attached hereto.

Statement as to Interest

14. The Plaintiff claims interest upon such damages and amount found due pursuant to section 34 of the Judicature Law [2021 Revision] or otherwise at such rate as this Honourable Court deems fit.

AND THE PLAINTIFF CLAIMS:

- A. General Damages;
- B. Special Damages
- C. Loss of Earnings
- D. Loss of Future Earnings;
- E. Interest in accordance with the Judicature Law [2021 Revision];
- F. Costs;
- G. Such further or other relief that this Honourable Court deems fit.



CP ATTORNEYS
Attorneys-at-Law for the Plaintiff

This **WRIT AND STATEMENT OF CLAIM** is filed by **CP Attorneys**, Attorneys-at-Law for and on behalf of the **Plaintiff**, whose address for service is Unit 118, Elizabethan Square, 80 Shedden Road, George Town, P.O. Box 561, Grand Cayman KY1-1602, Cayman Islands, W: www.cplegal.ky | E: clayton@cplegal.ky | T: 345-623-8088.

THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2023

BETWEEN:

JERMAINE THOMPSON

PLAINTIFF

AND

LG CONTRACTING LIMITED

DEFENDANT

SCHEDULE OF PAST AND FUTURE EXPENSES

	KYD\$
General Damages	42,319.25

Special Damages

The following are claimed for special damages:

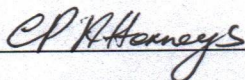
- | | |
|---|------------|
| 1. Loss of Past Earnings as a
Construction Worker from September 2022
To September 2023 @ 12,414.24 per annum | 12,414.24 |
| 2. Loss of Future earnings as a Construction Worker
From Sept 2022 at KYD\$31,107.00 a year to age 65
multiplier 26.0, less residual earnings | 533,536.31 |
| 3. 24. Sep.2021 3T Cayman MRI expense | 1,316.87 |
| 4. Future expenses for Regenexx Cayman Ltd.
(PRP Injection recommended 3 times at \$1400.00
per injection) | 4,200.00 |
| 5. 17. Apr.2021 Doctor Visit at Cayman Islands HSA | 15.00 |

6. 20. Apr.2021 Ultrasound
TOTAL

447.65
\$594,249.32

Interest

1. On general damages at 2.375% p.a. from the date of service of Writ of Summons.
2. On special damages at 2.375% p.a. from date of accident to date of trial or settlement.



CP ATTORNEYS
Attorneys-at-Law for the Plaintiff

This **WRIT AND STATEMENT OF CLAIM** is filed by **CP Attorneys**, Attorneys-at-Law for and on behalf of the **Plaintiff**, whose address for service is Unit 118, Elizabethan Square, 80 Shedden Road, George Town, P.O. Box 561, Grand Cayman KY1-1602, Cayman Islands, W: www.cplegal.ky | E: clayton@cplegal.ky | T: 345-623-8088.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
OF WRIT OF SUMMONS

1. 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 Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 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 judgement 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 is more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 28 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 (.....)" 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 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 a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2023

BETWEEN:

JERMAINE THOMPSON

PLAINTIFF

AND

LG CONTRACTING LIMITED

DEFENDANT

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 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 this Writ is acknowledged accordingly

(Signed) _____
Defendant/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 communication 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.

CP Attorneys
118 Elizabethan Square
80 Shedden Road
George Town
P.O Box 561
Grand Cayman KY1-1602
Cayman Islands

Indorsement 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 indorsement]