



SUMMARY COURT OF THE CAYMAN ISLANDS

CLAIM NO. of 2025

GEOFFREY RUDDICK

Plaintiff

-and-

(1) HEALTH CITY CAYMAN ISLANDS

(2) DR. ULRICH ECKE

Defendants

PLAINT

To the Defendants:

(1) Health City Cayman Islands Ltd
1283 Sea View Road, Grand Cayman, KY1-1109

(2) Dr. Ulrich Ecke
94 Smith Road, George Town, Grand Cayman, KY1-1105

THIS PLAINT 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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, 61 Edward Street, PO Box 495, George Town, Grand Cayman, Cayman Islands, KY1-1106, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or to return the Acknowledgement form containing full particulars of your defence, the Plaintiff may apply for a default judgment without further notice.

Issued this day of November 2025

PARTICULARS OF CLAIM

1. The Plaintiff, Geoffrey Ruddick, born on 26 October 1972, residing at 44 Websters Drive, in Grand Cayman, brings this action for damages against the Defendants arising from medical negligence.
2. The First Defendant is a company that owns, provides, manages, and maintains a hospital known as Health City Cayman Islands, located at 1283 Sea View Road, in East End, Grand Cayman (the "Hospital").
3. The Second Defendant is a registered medical practitioner who at all material times had privileges from the First Defendant at the Hospital as a consultant Ear, Nose, and Throat Specialist.

Overview

4. On 5 April 2019, the Plaintiff first consulted the Second Defendant, presenting with a deviated nasal septum to the left and an enlarged uvula. Subsequent consultations on 30 December 2019 and 1 March 2021 documented a severe 90% blockage attributed to the deviated nasal septum, alongside enlarged turbinates and other symptoms, including chronic snoring, sleep apnea, obligatory mouth breathing, and throat pain.
5. By 16 September 2022, the Plaintiff was deemed a suitable candidate for septoplasty and turbinate reduction. A rhinomanometry investigation was performed on 20 September 2022. On 9 November 2022, the Second Defendant engaged in a discussion with the Plaintiff regarding septoplasty and uvulectomy, culminating in the Plaintiff providing consent for the procedures.
6. On 21 November 2022 the Second Defendant performed a septoplasty procedure on the Plaintiff at the First Defendant's hospital. Accordingly, there came into being a contract between the Plaintiff and the Defendants for the provision of the said care and treatment

14. The Plaintiff's recovery was significantly delayed as a result of the Defendants' negligence. The Plaintiff's spouse was provided with misleading information when she specifically inquired about the cause of the extended recovery period. Upon discharge, the Plaintiff's condition was far worse than described in the medical notes: both eyes were swollen, red, and oozing profusely, and he was disoriented due to the medications administered. Despite these alarming symptoms, no ophthalmologist was called, and the Plaintiff was not referred for specialized care. He was left to seek urgent medical attention from an eye specialist the following day at his own initiative.
15. On 22 November 2022, during his first post-operative visit, the Plaintiff presented with a right eye that was painful, inflamed and red. This necessitated an urgent ophthalmological consultation.
16. The Plaintiff subsequently received extensive ophthalmological care for a diagnosed chemical ocular injury of the right eye from 22 November 2022 through 23 March 2023. This treatment regimen included analgesia, antibiotic eye ointment, and the application of bandage contact lenses.
17. Despite the septoplasty, the Plaintiff's primary complaint of nasal obstruction has persisted unabated. On 12 January 2023, the Second Defendant noted that the Plaintiff still felt congested sometimes and observed that his lateral cartilage looked weak, indicating a potential future need for further straightening.
18. On 7 February 2023, the Second Defendant again acknowledged the weakened lateral cartilage of the right nasal passage, concluding that the Plaintiff would benefit from reinforcing the cartilage of the right lateral nasal wall to improve his nasal airway.

Duty of Care

19. At all material times, the Second Defendant, as a consultant Ear, Nose, and Throat Specialist, owed the Plaintiff a non-delegable duty to exercise reasonable care and skill in the provision of medical advice, diagnosis, and treatment. This duty encompassed, but was not limited to, the proper and safe conduct of surgical procedures, the meticulous implementation of appropriate safety protocols, the thorough and competent assessment of the Plaintiff's pre-operative condition, and the provision of comprehensive, accurate,

serious failure to recognize and respond to an acute post-operative complication, exacerbating the Plaintiff's suffering and delaying critical treatment.

- e) Failed to take reasonable care to ensure that disinfectant or other caustic substances were not introduced into or near the Plaintiff's eyes during the procedure.
- f) Failed to adequately protect the Plaintiff's eyes from exposure to harmful substances during the septoplasty.
- g) Used an inappropriate or unsafe technique in applying or handling chemical solutions.
- h) Failed to verify the placement and coverage of ocular protection prior to surgery.
- i) Failed to warn or instruct the Plaintiff and/or assisting staff adequately regarding the risk of chemical injury to the eyes.
- j) Failed to respond promptly or appropriately upon realizing that disinfectant had entered the Plaintiff's eye.
- k) Failed to obtain urgent ophthalmologic consultation or escalate the incident for specialist assessment despite clear signs of acute ocular trauma and severe pain.
- l) Failed to document, report, or escalate the adverse event to appropriate supervisory personnel, and failed to provide accurate information to the Plaintiff and his family when queried.
- m) Prematurely discharged the Plaintiff while he remained under sedative and opiate medication, despite both eyes being visibly swollen, red, and oozing, resulting in further delay in appropriate treatment and unnecessary suffering.
- n) Failed to provide immediate and proper irrigation or treatment following the exposure.

Causation of Right Eye Chemical Ocular Injury

23. The chemical ocular injury to the Plaintiff's right eye was directly and proximately caused by the Defendants' negligent spillage of chemical disinfectant during the septoplasty procedure on 21 November 2022. But for the Defendants' negligence spillage of a chemical solution, failure to diligently secure the Plaintiff's eyes with liquid-proof tape, and to failure conduct the nasal preparation with the requisite care, the Plaintiff would not have sustained this debilitating and acutely painful injury. Furthermore, the Defendants' subsequent failure to adequately address the ocular injury post-operatively directly exacerbated the Plaintiff's suffering and delayed appropriate and necessary treatment.

Causation of Persistent Nasal Obstruction and Need for Further Surgery:

24. The Plaintiff's persistent, severe, and debilitating nasal obstruction, specifically evidenced by right valvular collapse and residual septal deviation, is a direct and undeniable consequence of the Defendant's negligent failure to adequately assess and address the nasal valve prior to the septoplasty.

25. Had the Second Defendant discharged his duty of care by properly assessing the nasal valve and by transparently discussing its profound implications for the Plaintiff's breathing, the Plaintiff would have been allowed to undergo comprehensive surgery addressing both the septal deviation and the nasal valve issue concurrently. It is averred that this would have obviated the necessity for further, highly invasive, and entirely avoidable revision surgery.

26. The Defendant's failure to provide this crucial information and to pursue a complete treatment pathway has condemned the Plaintiff to ongoing, severe respiratory distress and the inescapable prospect of additional, painful, and financially burdensome surgical intervention.

Particulars of Special Damage

28. By reason of the aforementioned, the Plaintiff has been caused to suffer special damages, including but not limited to income loss, hospital and doctors' accounts, drugs, future medical treatment, surgeries, investigations, travel expenses, and future care costs. Full particulars will be provided prior to trial.

AND THE PLAINTIFF CLAIMS:

- a) General Damages for breach of duty/negligence and contract and/or battery.
- b) Pre-judgment interest in accordance with section 34 of the *Judicature Act (2021 Revision)*;
- c) Post-Judgment interest in accordance with section 34 of the *Judicature Act (2021 Revision)*;
- d) Costs.
The Plaintiff claims CI \$20,000 for pain and suffering, loss of amenity, and out-of-pocket expenses.

Dated this 18 day of November 2025

Signed: _____



Geoffrey Ruddick

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF PLAINT

1. The accompanying form of *Acknowledgement of Service* should be completed by an Attorney acting on behalf of the Defendants or by the Defendants 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 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 Defendants' 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 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 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.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2023

BETWEEN:

GEOFFREY RUDDICK

Plaintiff

-and-

(1) HEALTH CITY CAYMAN ISLANDS
(2) DR. ULRICH ECKEDefendants

ACKNOWLEDGEMENT OF SERVICE

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 and address of the Defendant:

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

Yes [] No []

3. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence on the overleaf.