

G2026-0019

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2026-01-30

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO: OF 2026



B.

MARCIA BROWN-WILLIAMS

PLAINTIFF

AND

CABLE AND WIRELESS (CAYMAN ISLANDS)
LIMITED (TRADING AS FLOW)

DEFENDANT

WRIT OF SUMMONS

To: The Defendant

Cable & Wireless (Cayman Island) Ltd
Trading as Flow
One Technology Square
19 Easter Avenue,
P.O. Box 293
Grand Cayman
KY1-1104

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of 28 Northward, Bodden Town, Grand Cayman 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 30th day of January 2026

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

This Writ and Statement of Claim is issued by Brady Attorneys at Law whose address for service is 3rd Floor, Piccadilly Centre, 28 Elgin Avenue, George Town, P.O. Box 1671, Grand Cayman, KY1-1109, Cayman Islands.

G2026-0019

2026-01-30

1. The Claimant is **MARCIA BROWN-WILLIAMS**, a 50-year-old Domestic Helper of Shamrock Road, Savannah, Grand Cayman.
2. The Defendant is **CABLE AND WIRELESS (CAYMAN ISLANDS) LIMITED**, a company duly incorporated under the laws of the Cayman Islands, trading as **FLOW**, and having its registered office at One Technology Square, Eastern Avenue, George Town, Grand Cayman ("the Defendant").

THE ACCIDENT

3. On the 31st day of January 2023, the Claimant was lawfully present as a visitor on the premises owned, occupied, and/or controlled by the Defendant at One Technology Square, 19 Eastern Avenue, George Town, Grand Cayman ("the Premises").
4. At all material times, the Defendant was the occupier of the Premises within the meaning of the common law and/or any applicable occupiers liability legislation.
5. Whilst the Claimant was walking on the side of the Premises, she fell as a result of an uneven surface on the said Premises.
6. As a result of the fall, the Claimant sustained serious personal injuries, loss, and damage.

PARTICULARS OF NEGLIGENCE AND BREACH OF DUTY

7. The accident was caused by the negligence and/or breach of statutory duty and/or breach of duty as an occupier of the Defendant, its servants or agents.

PARTICULARS OF NEGLIGENCE

The Defendant, its servants or agents, were negligent in that they:

- a) Failed to take any or any adequate steps to ensure that the Premises were reasonably safe for visitors;
- b) Failed to take any or any reasonable care for the safety of visitors to the Premises, including the Claimant;
- c) Failed to maintain the Premises in a safe condition;
- d) Failed to remedy, repair, or make safe the uneven surface on the Premises;
- e) Failed to warn visitors, including the Claimant, of the dangerous uneven surface;
- f) Failed to erect any or any adequate warning signs or barriers in respect of the dangerous uneven surface;
- g) Failed to carry out any or any adequate inspection and/or maintenance of the Premises;
- h) Created and/or allowed to be created and/or permitted to continue a dangerous condition on the Premises, namely the uneven surface;
- i) Knew or ought to have known of the existence of the dangerous uneven surface on the Premises and failed to take any or any adequate steps to remedy same;
- j) Were aware of the danger posed by the uneven surface on the Premises and failed to take any or any reasonable steps to protect visitors from such danger;
- k) Failed to carry out any or any adequate risk assessment in respect of the Premises;

l) Failed to have any or any adequate system for the inspection and maintenance of the Premises;

m) Exposed the Claimant to a risk of injury of which they knew or ought to have known.

PARTICULARS OF BREACH OF OCCUPIERS LIABILITY

8. Further or in the alternative, the Defendant owed a duty to the Plaintiff as a lawful visitor to the Premises to take such care as in all the circumstances of the case was reasonable to see that the Claimant would be reasonably safe in using the Premises for the purposes for which she was invited or permitted by the Defendant to be there.

9. In breach of the said duty, the Defendant:

- a) Failed to ensure that the Premises were reasonably safe for the Claimant's use;
- b) Failed to take reasonable care to see that the Claimant would be reasonably safe whilst on the Premises;
- c) Allowed the uneven surface to exist and persist on the Premises;
- d) Failed to give adequate warning of the danger posed by the uneven surface;
- e) Failed to make the Premises safe or to warn of dangers of which the Defendant was aware.

10. As a direct and proximate result of the Defendant's negligence and/or breach of duty as aforesaid, the Claimant sustained serious personal injuries, loss, and damage.

PARTICULARS OF INJURY

- a) Fractured patella (kneecap);
- b) Pain, suffering, and loss of amenity;
- c) Shock and distress;
- d) Inability to carry out her normal duties and activities;
- e) Permanent or long-term disability (to be confirmed upon final medical assessment).

MEDICAL TREATMENT

11. Following the accident, the Plaintiff attended the Health Services Authority, Dr. Brad A. Petrisor the Plaintiff continues to receive medical treatment and is uncertain when it will be completed.

12. The Plaintiff underwent Xray, MRI and Physiotherapy treatment and is needed in the future. The Plaintiff has suffered and continues to suffer pain and discomfort as a result of her injuries.

14. The Plaintiff intends to rely upon medical reports and future reports as evidence to be served in due course.

PARTICULARS OF SPECIAL DAMAGE

15. As a result of the injuries sustained, the Plaintiff has suffered the following special damages:

a) Loss of Earnings:

The Plaintiff was unable to work for a period of ten (10) months following the accident. Her monthly income was CI\$1,200.00.

Loss of earnings: 10 months x CI\$1,200.00 = **CI\$12,000.00**

b) Medical Expenses: \$6505.09 & continuing

c) Transportation:

d) Future medical expenses:

expenses for prosthesis, its associated care is to be determined and will be added to the claim.

INTEREST

16. The Claimant claims interest pursuant to section 92 of the Judicature Law (as revised) on general damages at such rate and for such period as the Court thinks fit.

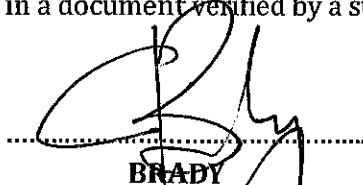
17. The Claimant claims interest on special damages at such rate and for such period as the Court thinks fit from the date when each item of expenditure was incurred to the date of judgment or earlier payment.

AND the Plaintiff claims:

1. Damages for personal injury, pain, suffering, and loss of amenity;
2. Special damages as particularized (and is to come).
3. future expenses
3. Interest pursuant to section 92 of the Judicature Law (as revised);
4. Costs;
5. Such further or other relief as the Court deems just.

STATEMENT OF TRUTH

I **MARCIA DELORIS BROWN-WILLIAMS** believe that the facts stated in this Plaint are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.



.....
BRADY

Attorneys-at-Law for the Plaintiff

Dated this ^{30th} 29 day of January 2026

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE 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 "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 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 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

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 the purpose of 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 a 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: OF 2026

BETWEEN: **MARCIA BROWN-WILLIAMS** **PLAINTIFF**

AND **CABLE AND WIRELESS (CAYMAN ISLANDS)**
 LIMITED (TRADING AS FLOW) **DEFENDANT**

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

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

Important. Read the accompanying directions and Delay may result in judgment being entered against a Defendant notes for guidance carefully before completing this whereby he may have to pay the costs of applying to set it aside. form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

-
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

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)

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

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

BRADY

Attorneys-at-Law

**3 Floor, Piccadilly
Centre**

28 Elgin Avenue

P.O. Box 1671, George

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.