

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: OF 2026

BETWEEN:

ELEITE NATASHA SHORTER

Plaintiff

AND

SMITH'S TRANSPORT LTD. T/A SMITH'S TRANSPORT

First Defendant

AND

SMITH'S TRANSPORT

Second Defendant

AND

JONATHAN MCLAUGHLIN

Third Defendant



WRIT OF SUMMONS

TO:

Smith's Transport Ltd t/a Smith's Transport
Care of: Bodden Corporate Services Ltd
PO Box 10335
Governors Square
23 Lime Tree Bay Avenue
Grand Cayman KY1-1103
Cayman Islands

AND TO:

Smith's Transport
Block 4D, Parcel 248
339 West Church Street
West Bay
Grand Cayman
Cayman Islands

AND TO:

Jonathan McLaughlin
283 North West Point
West Bay, Grand Cayman
Cayman Islands

And as a Noticed Party To: **The Insurance Company of the West Indies (Cayman) Limited**
150 Smith Rd
George Town
Grand Cayman, KY1-1106
Cayman Islands

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 27th day of February 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

The Parties

1. The Plaintiff, Eleite Natasha Shorter, resides at 153 Captain Joe Osborne Drive, West Bay, Cayman Islands. At all material times she was employed by the First Defendant as school bus warden.
2. The First Defendant is Smith's Transport Ltd. T/A Smith's Transport (Company No. 357983), a school bus transportation business. At all material times the First Defendant was in the business of providing school bus transportation services and employed the Plaintiff as a bus warden and the Third Defendant as a bus driver.
3. The Second Defendant is Smith's Transport which is the trade name currently used by the First Defendant but may have been used by other entities and/or individuals who may have also at one point been providing school bus transportation services and employed the Plaintiff.
4. The Third Defendant is Jonathan McLaughlin of 283 North West Point, West Bay, Grand Cayman. At all material times he was employed by the First and/or Second Defendants as a bus driver and was acting in the course and scope of his employment.

The Incident

5. On or about 22 March 2023, the Plaintiff was carrying out her duties as a bus warden on a school bus with registration 174 050, owned by the First Defendant and/or the Second Defendant and driven by its employee, the Third Defendant.
6. In accordance with the requirements of the First Defendant and/or the Second Defendant, the Plaintiff was obligated to greet children as they boarded at the front of the bus and apply

sanitizer to their hands. The Plaintiff was also instructed to ensure that the children were seated before taking her own seat at the back of the bus.

7. After children had boarded the bus, but before the Plaintiff had been able to take her own seat, the Third Defendant began driving the bus eastbound along West Bay Road, approaching the Fosters Republic Supermarket.
8. While the Plaintiff was walking to the rear of the bus to be seated, the Third Defendant suddenly and without warning braked and brought the bus to a sharp stop. The Plaintiff was thrown by the stop, and fell to the floor of the bus, thereby suffering injury.
9. The injuries, loss and damage to the Plaintiff were caused by the negligence and/or breach of duty of the Third Defendant, for which the First Defendant and/or Second Defendant is vicariously liable, and/or by the First and/or Second Defendant's negligence and breaches of statutory duty under Part VIII of the Labour Act (2021 Revision), including section 58.

PARTICULARS OF NEGLIGENCE

10. At all material times, the Defendants owed the Plaintiff a duty to take reasonable care for her safety. In particular:
 - a. the Third Defendant owed a duty to exercise reasonable care and skill in the driving, management and control of the school bus; and
 - b. the First Defendant and/or Second Defendant owed a duty to take reasonable care to provide and maintain a safe system of work, including suitable instruction, training and supervision, and to ensure, so far as reasonably practicable, the health, safety and welfare at work of the Plaintiff, pursuant to Part VIII of the Labour Act (2021 Revision), including section 58.

Negligence of the Third Defendant

11. The accident was caused by the negligence and/or breach of duty of the Third Defendant in that he:

- a. moved off and/or continued driving when it was not safe to do so, in that the Plaintiff had not yet been able to take her seat and was required to stand and walk within the bus in the performance of her duties;
- b. failed to ensure that it was safe to proceed given the known presence of the Plaintiff standing/walking inside the bus;
- c. drove without due care and attention and/or without reasonable consideration for the safety of passengers and staff;
- d. failed to keep a proper lookout and/or to anticipate traffic conditions and foreseeable hazards ahead;
- e. braked sharply and/or unnecessarily and/or with excessive force;
- f. failed to maintain proper control of the school bus;
- g. drove in a manner that exposed passengers and staff to unnecessary and foreseeable risk of injury from harsh acceleration and/or braking; and
- h. failed to exercise the heightened standard of care required when transporting school children and transporting a bus warden performing duties on board.

Vicarious Liability of the First Defendant and/or Second Defendant

12. At all material times, the Third Defendant was acting in the course and scope of his employment with the First and/or Second Defendant. Accordingly, the First Defendant and/or Second Defendant are vicariously liable for the negligence and/or breach of duty of the Third Defendant as pleaded above.

Negligence and/or Breach of Statutory Duty of the First Defendant and/or Second Defendant

13. Further and alternatively, the accident was caused or materially contributed to by the negligence of the First Defendant and/or Second Defendant and/or their breach of statutory duty under Part VIII of the Labour Act (2021 Revision), including section 58, in that they:

- a. failed to devise, implement and enforce a safe system of work for bus wardens required to stand, walk and interact with children inside the bus immediately prior to and at the commencement of journeys;

- b. required and/or permitted a system whereby the Plaintiff was expected to perform duties at the front of the bus and then walk to the rear while the bus was moving or about to move, without adequate safeguards;
- c. failed to carry out any or any adequate risk assessment in relation to bus wardens carrying out their duties in moving buses;
- d. failed to provide adequate instruction, training and supervision to bus drivers and bus wardens (including the Plaintiff and the Third Defendant) as to safe procedures for moving off, stopping, and the safe management of staff and children within the bus;
- e. failed to implement and enforce a clear rule and practice that the bus was not to move off until the bus warden was seated and/or otherwise in a safe position;
- f. failed to properly train, supervise and monitor the Third Defendant in defensive and smooth driving practices appropriate for transporting school children; and
- g. exposed the Plaintiff to a foreseeable risk of injury from sudden braking while she was required to be standing/walking within the bus.

14. Further or alternatively, the Plaintiff relies upon the doctrine of *res ipsa loquitur*.

15. The Plaintiff reserves the right to provide additional particulars of negligence and/or breach of statutory duties at any time up to and including the trial of the action.

16. By reason of the Defendants' negligence and/or breaches of duty, the Plaintiff has suffered serious injuries, losses and damage.

PARTICULARS OF INJURIES

17. The Plaintiff, whose date of birth is 22 April 1976, was 46 years old at the date of the incident.

18. Due to the harshness of the driver's braking and sudden jerking motion, the Plaintiff was thrown to the floor of the bus and suffered serious injuries as a result of the incident. The injuries include, but are not limited to, the following:

- a) Head injury;
- b) Ongoing headaches;
- c) Disrupted sleep;
- d) Dizziness;
- e) Concentration and memory impairment;
- f) Photophobia;
- g) Nosebleeds;
- h) Post-concussion symptoms; and
- i) Psychological symptoms.

19. The Plaintiff continues to suffer from the above injuries and is impacted by them daily. Her 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.

PARTICULARS OF SPECIAL DAMAGES

20. The Plaintiff has suffered loss and incurred expenses which are ongoing. Full particulars of special damage will be supplied later by way of a Schedule of Loss, including, but not limited to, claims for loss of income, medical treatment, travel, gratuitous care, interest and costs. Full particulars of the Plaintiff's special damages and losses, which are continuing, will be provided prior to trial.

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

22. The Plaintiff claims pre- and post-judgment interest on general damages pursuant to section 34 of the *Judicature Act (2021 Revision)* and in accordance with the *Judgment Debts (Rates of Interest) Rules (as amended)*, from such date as the Court considers just.

AND THE PLAINTIFF CLAIMS:

- A. General damages;
- B. Special damages;
- C. Pre-judgment and post-judgment interest on special damages and general damages pursuant to the *Judicature Act* (2021 Revision) and the *Judgment Debts (Rates of Interest) Rules* (as amended); and
- D. Costs

Dated this 27th day of February 2026.

Broadhurst

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 claim arises out of the use of a motor vehicle on a public road. The insurer of the vehicle of the Defendant named herein is The Insurance Company of the West Indies (Cayman) Limited, 150 Smith Road, George Town, Grand Cayman, KY1-1106, Cayman Islands.

INDORSEMENT AS TO INTEREST

Pre-judgment and post-judgment interest on special damages from the date of loss pursuant to the *Judicature Act* (2021 Revision) and the *Judgment Debts (Rates of Interest) Rules* (as amended).

Pre-judgment and post-judgment interest on general damages from the date of issuance of these proceedings pursuant to the *Judicature Act* (2021 Revision) and the *Judgment Debts (Rates of Interest) Rules* (as amended).

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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Plaintiff

AND

SMITH'S TRANSPORT LTD. T/A SMITH'S TRANSPORT

First Defendant

AND

SMITH'S TRANSPORT

Second Defendant

AND

JONATHAN MCLAUGHLIN

Third Defendant

ACKNOWLEDGEMENT 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 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:

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
4th FLOOR MONACO TOWERS
54 EDWARD STREET
GEORGE TOWN
P.O. BOX 2503
GRAND CAYMAN
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.