



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

CAUSE NO: OF 2026

BETWEEN:

BIBIANA XIOMARA WILLIAMS

Plaintiff

AND

CHEVANEASE ROBINSON-KENTISH

Defendant

WRIT OF SUMMONS

TO: Chevanease Robinson-Kentish
 36 Williams Drive
 George Town
 Grand Cayman
 Cayman Islands

And as a Noticed Party To: Saxon Motor & General Insurance Company
 14 Saturn Close, Eastern Avenue
 George Town, PO Box 1094
 Grand Cayman KY1-1102
 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 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 judgment may be entered against you forthwith without further notice.

Issued this 23rd day of July 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 issued unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. At all material times, the Plaintiff, Bibiana Xiomara Williams, of 185A Bodden Road, George Town, Grand Cayman, was the owner and operator of a Kia Sportage motor vehicle, registration number 187 727.
2. The Defendant, Chevanease Robinson-Kentish, of 36 Williams Drive, George Town, Grand Cayman, was at the material times the operator of a Toyota Voxy motor vehicle, registration number 196 190, owned by Dwight Kentish.
3. On 24 July 2023, at approximately 7:45 a.m., the Plaintiff was in her motor vehicle and was lawfully parked and stationary in the parking lot of Tortuga Rum Company on North Sound Road, Grand Cayman. The Defendant brought her said vehicle to a stop a short distance behind the Plaintiff's vehicle and exited the vehicle leaving the engine running and with no parking brake engaged. The Defendant's unattended vehicle rolled forward and collided with the Plaintiff's vehicle.
4. As a result of the collision, the Plaintiff sustained injury and suffered loss and damage.
5. The collision was caused by the Defendant's negligence and/or breach of statutory duty under Sections 67 and 68 of the Traffic Act (2026 Revision).

PARTICULARS OF NEGLIGENCE / BREACH OF DUTY

6. The Defendant was negligent and/or in breach of the aforesaid statutory and/or in common law duty of care in that she:
 - a) Failed to observe or heed the presence of the Plaintiff's vehicle

- b) Parked at a location where there was an obvious slope in the road surface and failed to switch off the engine or to apply a parking brake or otherwise prevent the vehicle from moving
 - c) Left her vehicle unattended and with the engine running and no parking brake applied
 - d) Thereby caused or permitted her vehicle to come into collision with the Plaintiff's vehicle
 - e) Failed to have any or any proper regard for the safety of other road users, namely the Plaintiff.
 - f) Failed in the circumstances to discharge the common duty of care owed to other users of the car park.
7. The Defendant was later issued with a penalty notice by the Royal Cayman Islands Police Service for the offence of leaving a vehicle unattended with the engine running. The Plaintiff seeks to rely on the issuance of that penalty notice as evidence of negligence.
8. By reason of the matters aforesaid the Plaintiff has suffered injury, loss and damage.

PARTICULARS OF INJURY

9. The Plaintiff, whose date of birth is 21 July 1980, was 43 years old at the date of the collision. She is now aged 46. She had a previous unconnected road traffic accident and injury from 2019 which had required surgical treatment to the cervical spine. The symptoms from that earlier injury and treatment had almost resolved at the date of this later accident.
10. The Plaintiff was unexpectedly and suddenly jolted in her vehicle. She attended George Town Hospital complaining of:
- a. A shooting pain to her neck radiating to her right shoulder, and
 - b. Subsequent back pain.

11. She was diagnosed with whiplash to the cervical spine and was discharged with painkilling medication. She developed right shoulder pain and numbness. She suffered anxiety as a driver for some six months post-accident.
12. The Plaintiff reserves the right to provide further and better particulars of her injuries prior to trial.

PARTICULARS OF LOSS

13. The Plaintiff has suffered loss and incurred expense as a result of the collision. 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, gratuitous care, interest, and costs.
14. The Plaintiff claims pre- and post-judgment interest on special damages from the date of loss pursuant to section 34 of the *Judicature Act (2021 Revision)* and in accordance with the *Judgment Debts (Rates of Interest) Rules* (as amended).
15. The Plaintiff claims pre- and post-judgment interest on general damages from the notice of the claim pursuant to section 34 of the *Judicature Act (2021 Revision)* and 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 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); or at such rate this Honourable Court deems fit;
- (4) Pre-judgment and post-judgment interest on general damages from the date of notice of the claim pursuant to the *Judicature Act (2021 Revision)* and the *Judgment*

Debts (Rates of Interest) Rules (as amended); or at such rate this Honourable Court deems fit; and

(5) Costs.

Dated this 23 day of July 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 Plaintiffs' claims arise out of the use of a motor vehicle on a public road. The insurer of the vehicle of the Defendant named herein Saxon Motor & General Insurance Company Limited of 14 Saturn Close, Eastern Avenue, George Town, Grand Cayman, Cayman Islands.

INDORSEMENT AS TO INTEREST

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

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

**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:

BIBIANA XIOMARA WILLIAMS

Plaintiff

AND

CHEVANEASE ROBINSON-KENTISH

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:

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.

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