

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



CAUSE NO: OF 2026

EDGAR ALEXIS CASTRO-QUESADA

PLAINTIFF

AND:

THE ATTORNEY GENERAL OF THE CAYMAN ISLANDS

DEFENDANT

WRIT OF SUMMONS

TO: Attorney General of the Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of 64 Omea Drive, Apartment 3, George Town, Cayman Islands 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 1st day of June 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.

1. The Plaintiff is a resident of the Cayman Islands.
2. At all material times the Plaintiff was employed by the Defendant as a Solid Waste Collection Driver within the Department of Environmental Health.
3. At all material times the Defendant operated, managed and maintained the George Town landfill (the "**Landfill**") and was responsible for the safety of its employees, plant, equipment, systems of work and working environment.
4. On 6 June 2023 the Plaintiff was rostered on duty and was acting in the course of his employment with the Defendant at the Landfill.
5. At approximately 3:30 am to 4:00 am, the Plaintiff was at the top of the Landfill for the purpose of unloading waste collected during his daily collection route.
6. The Plaintiff drove a roll-on/roll-off tipper truck to the Landfill and, as part of his duties, was required to open the heavy rear gate of the container before unloading its contents.
7. In the course of carrying out that task, the Plaintiff exited the vehicle and entered the designated unloading area.
8. At all material times, the unloading area was wet, muddy, uneven and covered with garbage and debris.
9. Further, a tower light, known internally by employees as the "genset" light and used to illuminate the working area, was not operational at the material time and the Plaintiff's truck lacked adequate operational work lighting for the unloading operation, with the result that the working area was inadequately lit and dark.
10. Prior to the accident, the Defendant had actual and/or constructive notice, whether written and/or verbal, that the tower light was defective, non-operational and/or not being properly maintained.
11. Whilst attempting to open the heavy rear gate in the course of his duties, the Plaintiff slipped in the unloading area and lost his footing. In an attempt to prevent himself from falling, the Plaintiff grabbed hold of the chain attached to the rear gate and twisted his torso, thereby sustaining injury to his back.
12. The Plaintiff reported the incident to his supervisors, including Armando Range, Debert Dawes and Owen Henry, at approximately 7:30 am that same morning.
13. The Plaintiff thereafter required medical treatment and periods of sick leave.
14. The Plaintiff's injuries, loss and damage were caused by the negligence and/or breach of duty of the Defendant, its servants, employees and/or agents, acting in the course

of their employment and for whom the Defendant is vicariously liable.

Particulars of Negligence

15. The Defendant, its servants, employees and/or agents were negligent and/or in breach of duty in that they failed, whether sufficiently or at all:

- a) to provide a safe place of work;
- b) to provide a safe system of work;
- c) to maintain the Landfill, and in particular the designated unloading area, in a safe and suitable condition for employees carrying out waste disposal duties;
- d) to keep the unloading area free from excessive garbage, wet debris, unstable footing and other hazards likely to expose employees to a foreseeable risk of injury;
- e) to provide adequate lighting in the unloading area;
- f) to provide adequate lighting equipment for use in the unloading area;
- g) to provide and/or maintain adequate operational work lighting on the Plaintiff's vehicle for use during unloading operations conducted during hours of darkness;
- h) to inspect, maintain, repair and/or replace the tower light, known internally by employees as the "genset" light, despite prior notice and/or knowledge that it was defective and/or non-operational;
- i) to provide adequate supervision in relation to the Plaintiff's work at the Landfill;
- j) to provide adequate instruction, training and/or guidance in relation to carrying out unloading duties in hazardous landfill conditions;
- k) to carry out any adequate inspection and/or risk assessment of the unloading area;
- l) to take reasonable care for the Plaintiff's health and safety during the course of his employment; and/or
- m) In the circumstances, exposed the Plaintiff to an unnecessary and foreseeable risk of injury.

16. By reason of the matters aforesaid, the Plaintiff (who was born on 29 August 1963) has sustained personal injury and suffered loss and damage.

Particulars of Personal Injury

17. Following the incident, the Plaintiff experienced acute lower back pain and restricted movement.

18. The Plaintiff did not cease work immediately but thereafter he developed worsening lower back pain, stiffness, reduced mobility and functional restriction, including difficulty sitting, standing, bending, lifting and carrying out physical activity.

19. On 7 June 2023, following the incident, the Plaintiff therefore attended the Accident and Emergency Department at George Town Hospital, for medical assessment and treatment.

20. Upon clinical examination, the Plaintiff was noted to be suffering from lower back pain, muscle spasm, reduced mobility and associated functional restriction.
21. In light of his ongoing symptoms, the Plaintiff underwent further medical investigation, including MRI imaging of the lumbar spine performed on 5 July 2023, together with specialist neurosurgical review and ongoing conservative treatment.
22. On 21 September 2023, the Plaintiff was assessed by Dr James Akinwunmi of Cayman Neurosurgeon Limited for specialist neurosurgical review in relation to his ongoing lumbar spine symptoms.
23. During that assessment, the Plaintiff reported ongoing lower back pain which was aggravated by prolonged sitting, standing and bending, together with persistent functional limitation affecting his daily activities and ability to carry out physical activity.
24. MRI imaging and specialist review identified lumbar pathology, including lumbar stenosis, disc related abnormality and degenerative change affecting the lumbar spine.
25. In light of his persistent symptoms, the Plaintiff was referred for ongoing pain management treatment, including facet joint injections and epidural injection treatment.
26. On or about 16 July 2024, the Plaintiff underwent spinal injection treatment as part of his ongoing pain management care. Following the procedure, the Plaintiff continued to require work restrictions, treatment and ongoing medical review.
27. The Plaintiff thereafter underwent ongoing conservative treatment and review, including pain medication, physiotherapy, chiropractic treatment, pain management treatment and specialist follow up, but continued to experience ongoing symptoms.
28. As a result of his injuries and persistent symptoms, the Plaintiff required prolonged periods of sick leave, ongoing medical certification, restricted duties and modification of his normal employment duties.
29. The Plaintiff has continued to suffer lower back pain, stiffness, discomfort, reduced mobility and ongoing functional limitation affecting his lumbar spine, including difficulty with prolonged sitting, standing, bending, lifting and physical exertion.
30. Further, the Plaintiff has experienced ongoing restriction affecting his daily activities and quality of life, including difficulty travelling unaided, lifting objects, climbing into elevated vehicles, carrying out mechanical work and engaging in normal recreational and family activities.
31. The Plaintiff's injuries have materially affected his ability to continue carrying out mechanical work and have adversely affected his post-retirement work capacity and expectations.

32. In addition to pain, suffering and loss of amenity, the Plaintiff claims past and future medical expenses, loss of earnings, loss of earning capacity and other consequential losses which will be particularized in due course.

Particulars of Loss and Damage

33. A Schedule giving full details of the special damages and future losses suffered by the Plaintiff as a result of the negligence and/or breach of duty of the Defendant, its servants, employees and/or agents will be provided in due course.

Statement as to interest

34. Further, the Plaintiff is entitled to and claims interest upon all damages owing to him pursuant to section 34 of the Judicature Act (2021 Revision) at such rate and for such period as the Court shall deem just.

AND THE PLAINTIFF claims:

35. Damages;

36. Interest in accordance with the Judicature Act (2021 Revision);

37. Costs.



KSG
Attorneys for the Plaintiff

**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
Notes for Guidance**

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:****EDGAR ALEXIS CASTRO-QUESADA****PLAINTIFF****AND:****ATTORNEY GENERAL OF THE CAYMAN ISLANDS****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 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

This Writ and Statement of Claim is issued by KSG Attorneys-at-Law whose address for service is 4th Floor One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.

(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.

KSG Attorneys at Law
4th Floor, One Capital Place
136 Shedden Road
PO Box 2255
George Town
Grand Cayman
KY1-1107

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

This Writ and Statement of Claim is issued by KSG Attorneys-at-Law whose address for service is 4th Floor One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.