



**D COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

Cause No. of 2026

BETWEEN:

NICOL'AE DELLONE ROBINSON

Plaintiff

-AND-

R&G CONSTRUCTION LIMITED

First Defendant

-AND-

NCB CONSTRUCTION LIMITED

Second Defendant

WRIT OF SUMMONS

TO: R&G CONSTRUCTION LIMITED

c/o 53 Grumby Road
East End
PO Box General Delivery
Grand Cayman KY1-1800
Cayman Islands

AND TO: NCB CONSTRUCTION LIMITED

c/o International Corporation Services Ltd.
PO Box 472
Harbour Place, 2nd Floor, North Wing
103 South Church Street
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 fourteen (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, 61 Edward Street, George Town, Grand Cayman,

Cayman Islands, 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 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 issued unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff, Nicol'ae Dellone Robinson, who resides at 106 Rock Hole, George Town, Grand Cayman was at all material times a carpenter employed by the First Defendant.
2. The First Defendant, R & G Construction Ltd., is a construction company registered in the Cayman Islands and is vicariously liable for the acts or defaults of its servants or agents.
3. The Second Defendant, NCB Construction Ltd, is a construction company registered in the Cayman Islands and in the business of construction management and is vicariously liable for the acts or defaults of its servants or agents.
4. By written agreement made on 7th November 2023 the Second Defendant as a contractor engaged the First Defendant as an independent sub-contractor to provide *inter alia* carpenters and masons to work on a construction site known as Catalina Bay and situate at the Barcadere Marina, George Town, Grand Cayman.
5. The said construction site:
 - a. Was a workplace within the meaning of the Labour Act (2021 Revision) and
 - b. The Second Defendant was the operator of that workplace within the meaning of the Labour Act (2021 Revision) and the Labour (Occupational Safety and Health) (Construction Industry) Regulations, 2008.
6. On the 6 June 2024 and in the course of his employment the Plaintiff suffered injury on the said construction site when a fellow employee (namely Kemar Brown) attempted to use a circular saw to cut a piece of cord. At Kemar Brown's request the Plaintiff had grabbed a piece of cord and passed it behind him to his fellow employee. Almost instantly, whilst he was facing away and still held the cord, the Plaintiff's left hand was pulled onto the moving blade of the circular saw causing him injury.

7. The Plaintiff's said injury was caused by negligence and or breach of statutory duty and or breach of the common law duty of care owed to the Plaintiff on the part of the First Defendant and or the Second Defendant or their respective servants or agents:

PARTICULARS OF BREACH

8. Negligently and or contrary to section 58 of the Labour Act (2021 Revision) the First Defendant failed to ensure the health, safety and welfare of the Plaintiff at work in that the First Defendant,
- a. Failed to provide properly trained employees (namely the co-worker Kemar Brown);
 - b. Failed to properly supervise its employees (namely the co-worker Kemar Brown);
 - c. Failed to provide appropriate non-mechanical hand tools for use to cut the piece of cord;
 - d. Caused or permitted its employee (namely the said Kemar Brown) to use a circular saw for an improper purpose.
9. Negligently and or contrary to section 64(3) of the Labour Act (2021 Revision) and or contrary to regulation 9(1)(d) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations, 2008 and or contrary to the common law duty of care the First Defendant (through its employee, the said Kemar Brown, for whose acts or defaults the First Defendant is vicariously liable),
- a. Incorrectly used the said circular saw (being a tool or equipment provided for work) in that the said circular saw was used for a purpose for which it was not designed or intended namely to attempt to cut a piece of cord; and or
 - b. Used the said circular saw in a manner that it was not intended to be used or that was unsafe in that the circular saw was used away from any workbench or suitable surface; and or

- c. Unexpectedly and without warning used the said circular saw to attempt to cut a piece of cord and did so when the Plaintiff was still holding that piece of cord and looking away; and or
 - d. Wilfully and without reasonable cause endangered the Plaintiff by exposing him to risk of injury and causing him actual injury.
10. Negligently and or contrary to section 60(c) of the Labour Act (2021 Revision) and or contrary to regulation 8(d) of the Labour (Occupational Safety and Health) (Construction Industry) Regulations, 2008 and or contrary to the common law duty of care the Second Defendant,
- a. Failed to institute a suitable and safe working system;
 - b. Failed to ensure that a suitable or safe working system was followed;
 - c. Failed to adequately or properly train workers on the construction site as to safety and safe working practices;
 - d. Failed to ensure that workers on the construction site correctly and or safely used all tools and equipment provided for work;
 - e. Failed to supervise workers on the construction site adequately or at all;
 - f. Failed to have any or any sufficient or proper regard for the safety of the Plaintiff;
 - g. Exposed the Plaintiff to risk of injury.
11. The First and or Second Defendants failed in all the circumstances to discharge the common duty of care owed to the Plaintiff.
12. By reason of the matters aforesaid the Plaintiff has suffered loss and damage including pain, suffering, and loss of amenity.

PARTICULARS OF INJURY

13. The Plaintiff was born on 18th November 1995 and was aged 28 at the date of injury. He is presently aged 30.
14. He suffered a deep laceration to the dorsal aspect of his left (non-dominant) hand. He lost blood and felt dizzy. His injured hand was immediately wrapped in clothing, and some first aid was administered. He was taken to George Town Hospital by ambulance.
15. On examination at the hospital, he was found to have suffered a penetrating oblique jagged laceration of the left hand described as a partial amputation extending from around the base of the thumb toward the index and second fingers with soft tissue swelling. X-ray examination revealed displaced fractures to the head of the first and the base of the second metacarpophalangeal joint.
16. Immediate treatment included:
- a. Surgical repair of the extensor pollicis longus ('EPL') muscle and tendon
 - b. Surgical repair to the extensor digitorum communis ('EDC') muscle and tendon
 - c. Surgical repair to and stabilisation of the metacarpophalangeal joint ('MCPJ') using cross K wire fixation
 - d. A plaster cast was applied.
17. The fixing wires were removed on or about 27th June 2024. A splint was applied.
18. Physiotherapy treatment was advised. Despite that treatment the Plaintiff is left with weakness in grip strength to his left hand, a loss of dexterity, a loss of sensation to the thumb and the forefingers of his left hand, numbness and sharp pain on contact if the left hand catches against anything. That pain radiates up to his shoulder and the base of his neck.
19. His ability to hold or to lift anything with his left hand is significantly curtailed. He struggles to dress using his left hand and cannot handle loose change in his left hand.

20. He suffers low level pain almost all the time and his sleep is affected. He requires painkilling medication typically two or more days per week with over-the-counter painkillers taken up to four times a day on those days.
21. He is left with unsightly and upraised scarring to his left hand. His condition is likely to be permanent.
22. Pre-accident pastimes of playing cricket and football have been curtailed.
23. He no longer works as a carpenter and was forced to leave the islands in or about November 2024. He has struggled to find skilled or semi-skilled work and has worked as a taxi driver to meet his financial needs and the needs of his family.
24. His quality of life is significantly impaired. He believes that he is at a disability on the open labour market.
25. The Plaintiff reserves his right to provide further and fuller particulars including medical evidence as to his pain, suffering, and loss of amenity and capacity to work.

PARTICULARS OF SPECIAL DAMAGE

26. The Plaintiff's claims include (but are not limited to) the following:
- a. Loss of earnings
 - b. Out of pocket expenses
 - c. Expenses incidental to receiving medical treatment
27. The Plaintiff will provide further and fuller particulars of past and future loss by way of a Schedule of Loss.
28. 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).

29. 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:

- A. General damages;
- B. Special damages;
- C. 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
- D. At such rate this Honourable Court deems fit;
- E. 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
- F. At such rate this Honourable Court deems fit; and
- G. Costs

Dated this 1st day of June 2026

Broadhurst

Broadhurst LLC
Attorneys-at-Law for the Plaintiff

This Writ and Statement of Claim was filed by Broadhurst LLC, Attorneys-at-law for the Plaintiff, whose address for service is 4th Floor, 54 Edward Street, Grand Cayman, 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 notice of the claim pursuant to the *Judicature Act* (2021 Revision) and the *Judgment Debts (Rates of Interest) Rules* (as amended).

Acknowledgment of service of writ of summons (O.12, r.3)

**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 the Defendant 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 that Defendant's defence within the appropriate time, the Plaintiff may enter judgment against the Defendant 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 the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's 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 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 the Defendant.
3. Where the Defendant is sued in a name different from the Defendant's own, the form must be completed by the Defendant 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 that Partner's name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THAT PERSON'S OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after that Defendant's 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:

NICOL'AE DELLONE ROBINSON

Plaintiff

-AND-

R&G CONSTRUCTION LIMITED

First Defendant

-AND-

NCB CONSTRUCTION LIMITED

Second Defendant

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give that Attorney 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 the Defendant 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 the Defendant 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]

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, the Defendant must give the Defendant's post office box number and the physical address of the Defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant 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 that Plaintiff's name, address and reference, if any, in the box below.

BROADHURST LLC ATTORNEYS-AT-LAW 54 Edward Street, 4th Floor P.O. Box 2503 George Town, Grand Cayman, Cayman Islands, KY1-1104
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Indorsement by Defendant's Attorney (or by Defendant if suing in person) of that Defendant's name, address and reference, if any, in the box below.

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