



ND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2026

ION

BETWEEN:

TERATA AMES

PLAINTIFF

-and-

THE ATTORNEY GENERAL OF THE CAYMAN
ISLANDSas the representative of the
CAYMAN ISLANDS GOVERNMENT

DEFENDANT

WRIT OF SUMMONS

TO: The Defendant
The Attorney General's Chambers
Government Administration Building, George Town, Grand Cayman, 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 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 495, Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledgment of Service stating whether you intend to contest these proceedings.

If you fail to satisfy the claim or return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating your 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 day of May 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.

This **WRIT OF SUMMONS** and **STATEMENT OF CLAIM** is filed by HSM Chambers, P.O. Box 31726, 68 Fort Street, George Town, Grand Cayman, Cayman Islands KY1-1207 on behalf of the Plaintiff.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

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STATEMENT OF CLAIM

THE PARTIES

1. At all material times, the Plaintiff, Terata Ames, was an employee of the Department of Agriculture of the Cayman Islands (“**Department**”) who commenced her employment on or about 1 July 2019.
2. The Defendant is the Attorney General of the Cayman Islands, in his capacity as representative of the Cayman Islands Government (“**CIG**”) pursuant to section 11(2) of the Crown Proceedings Act (2026 Revision).
3. At all material times, the Department was a department of the CIG and the Plaintiff was employed pursuant to a fixed-term contract of employment with the CIG through the Department.

BACKGROUND AND MATERIAL FACTS

4. On 14 January 2025, at approximately 2:15pm, the Plaintiff was travelling in the course of her employment as a front-seat passenger in a motor vehicle identified as AGR55, which was owned, operated and/or controlled by the CIG through the Department (the “**Vehicle**”), along Shamrock Road, Grand Cayman.

5. The Vehicle was being driven by Mr. Clint Myrie (the “**Driver**”), a fellow employee, servant and/or agent of the Defendant, acting in the course of his employment and/or agency.
6. While the Plaintiff was seated in the front passenger seat, the Driver lost control of the Vehicle which collided into a tree. The collision caused the airbags to deploy and the Vehicle to become airborne before returning to the roadway.
7. Immediately following the collision, the Driver informed the Plaintiff that he had fallen asleep whilst driving.
8. Emergency services attended the scene, and the Plaintiff was transported by ambulance to hospital wearing a neck brace.
9. The accident was caused by the negligence and/or breach of duty of the Driver, for whose acts and omissions the Defendant is vicariously liable.
10. As a result of the accident, the Plaintiff sustained personal injuries, loss and damage.

INJURIES AND MEDICAL CONDITION

11. Following the accident, the Plaintiff sustained multiple post-traumatic musculoskeletal and soft tissue injuries supported by clinical assessment together with CT, ultrasound and MRI imaging.
12. The injuries sustained by the Plaintiff include:
 - (a) cervical whiplash/neck injury associated with chronic pain, muscle spasm, and reversal of normal cervical lordosis demonstrated on MRI;
 - (b) a C4-C5 cervical disc bulge with ventral cord contact and mild canal narrowing demonstrated on MRI;
 - (c) chronic cervicogenic and/or post-traumatic headaches, with CT brain imaging negative for acute intracranial injury;
 - (d) a right sternoclavicular joint capsuloligamentous sprain with joint effusion and soft tissue oedema demonstrated on MRI, together with a subsequent Grade 1 sternoclavicular joint subluxation confirmed clinically and on CT imaging;
 - (e) right shoulder injury with severe supraspinatus tendinopathy (rotator cuff injury) and bicipital tenosynovitis confirmed on MRI;
 - (f) a right breast/chest wall haematoma confirmed on ultrasound imaging; and
 - (g) persistent upper back, shoulder blade, chest and right arm pain.
13. The Plaintiff has suffered and continues to suffer:
 - (a) chronic pain;
 - (b) weakness;
 - (c) restricted shoulder movement;

- (d) headaches;
 - (e) reduced mobility;
 - (f) sleep disturbance;
 - (g) functional impairment; and
 - (h) loss of amenity.
14. The Plaintiff underwent ongoing physiotherapy and conservative treatment from approximately February 2025 onwards, with limited improvement in symptoms.
15. On or about April 2025, MRI investigations confirmed a C4-C5 disc bulge with contact to the spinal cord.
16. Subsequent investigations and consultations with specialists, including neurosurgical, orthopaedic and pain management consultations, confirmed continuing functional impairment and uncertainty regarding prognosis and long-term recovery.
17. The Plaintiff continues to require ongoing physiotherapy and pain management treatment.
18. The injuries sustained by the Plaintiff have materially impaired her ability to perform both physical and sedentary employment duties.
19. The Plaintiff is obtaining further expert medical evidence concerning prognosis and long-term functional impairment.

EMPLOYMENT CONSEQUENCES AND LOSS

20. The Plaintiff's contract of employment was due to expire on or about 30 June 2027. Her annual salary was C\$53,616 together with health insurance and pension benefits.
21. As a consequence of the injuries sustained in the accident, the Plaintiff became unable to continue performing the duties required of her employment, including both field-based duties and prolonged sedentary work.
22. Throughout the course of her employment following the accident, the Plaintiff provided medical evidence to the Department supporting her absences from work and ongoing incapacity.
23. Following medical restrictions imposed by treating specialists, the Plaintiff's duties were modified. However, core field responsibilities and physically demanding tasks remained restricted.
24. The Plaintiff was advised by treating specialists that prognosis and long-term outcome remained uncertain.
25. Due to the continuing and disabling effects of the injuries sustained in the accident, and her inability to continue performing the material duties of her employment, the Plaintiff resigned from her employment on or about 6 March 2026.

26. At the date of resignation, approximately fifteen months remained on the Plaintiff's fixed-term contract of employment.
27. As a consequence, the Plaintiff has suffered substantial loss of earnings and loss of employment benefits and continues to suffer a disadvantage on the open labour market.

NEGLIGENCE AND BREACH OF DUTY

28. The accident was caused by the negligence and/or breach of duty of the Driver.
29. Further or alternatively, the circumstances of the collision are such that the accident speaks for itself (*res ipsa loquitur*), and the collision would not ordinarily have occurred without negligence on the part of the Driver.

PARTICULARS OF NEGLIGENCE

30. The Driver was negligent and/or in breach of duty in that he:
 - (a) Failed to keep any or any proper lookout;
 - (b) Failed to maintain proper control of the Vehicle;
 - (c) Drove while fatigued and/or fell asleep whilst driving;
 - (d) Failed to stop, slow down, steer, brake or otherwise manoeuvre the Vehicle so as to avoid collision;
 - (e) Drove without reasonable care and skill; and/or
 - (f) Exposed the Plaintiff to a foreseeable risk of injury and damage.
31. Further or alternatively, the Defendant breached duties owed to the Plaintiff as employer, including duties to take reasonable care for the Plaintiff's safety whilst acting in the course of her employment.
32. By reason of the matters pleaded above, the Defendant is liable to the Plaintiff in negligence and/or breach of duty.

PARTICULARS OF BREACH OF EMPLOYER DUTY

33. Further or alternatively, at all material times the Defendant, as employer, owed the Plaintiff a duty to take reasonable care for her safety while she was acting in the course of her employment, including while travelling in the Vehicle for work purposes.
34. The Defendant breached that duty in that it:
 - (a) failed to take reasonable care for the Plaintiff's safety while she was travelling in the course of her employment in the Vehicle;
 - (b) caused and/or permitted the Plaintiff to travel for work purposes in a government vehicle being driven by a fellow employee who, while acting in the course of his employment, fell asleep while driving;

- (c) failed to implement and/or maintain reasonable systems to guard against driver fatigue during work-related transportation; and/or
- (d) failed to provide and/or maintain a reasonably safe system of work insofar as the Plaintiff's work required or occasioned travel in a government vehicle driven by a fellow employee in the course of employment.

LOSS AND DAMAGE

35. As a result of the matters set out above, the Plaintiff has suffered loss and damage.
36. The Plaintiff intended to continue employment with CIG until expiry of her fixed term contract and, but for the accident and the injuries thereby sustained, would have earned the remaining value of that contract together with associated employment benefits.
37. The Plaintiff's loss and damage include, but are not limited to:
- (a) pain, suffering and loss of amenity;
 - (b) medical, physiotherapy and medication expenses;
 - (c) travel expenses;
 - (d) past loss of earnings;
 - (e) future loss of earnings and/or loss of earning capacity (including loss of earnings referable to the unexpired balance of the fixed-term contract);
 - (f) loss of employment benefits, including pension and health insurance benefits; and
 - (g) other losses and expenses, particulars of which will be provided in due course.
38. The Plaintiff claims interest pursuant to section 34 of the Judicature Act (2021 Revision) and/or pursuant to the Court's inherent or statutory jurisdiction.

AND THE PLAINTIFF CLAIMS:

- A. Damages for personal injury;
- B. Special damages;
- C. Interest and Costs; and
- D. Such further order as this Honourable Court thinks fit.

Dated this day of May 2026

HSM Chambers

HSM CHAMBERS

Attorneys for the Plaintiff

To: The Clerk of the Court

And to: The Defendant

**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.
2. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman.
3. 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).
4. 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.
5. 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.
6. If the Defendant fails to serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
7. 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 installments or otherwise.

See over for notes for guidance.

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, he must complete the form 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 step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, an Attorney acting for a guardian ad litem must complete the form.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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-and-

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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

☐

Not applicable

☐

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.

HSM CHAMBERS

P.O. Box 31726,
68 Fort Street,
George Town,
Grand Cayman, KY1-1207
Cayman Islands

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