

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION



CAUSE NO FSD: 0058 OF 2013

BETWEEN:

**WEAVING MACRO FIXED INCOME FUND LIMITED (IN OFFICIAL LIQUIDATION)**



PLAINTIFF

AND

**ERNST & YOUNG CHARTERED ACCOUNTANTS (A FIRM)**



FIRST DEFENDANT

**ERNST & YOUNG LTD.**

SECOND DEFENDANT

**ERNST & YOUNG (A FIRM)**

THIRD DEFENDANT

WRIT OF SUMMONS

- TO: **Ernst & Young Chartered Accountants**, Block 1 Harcourt Centre, Harcourt Street, Dublin 2, Dublin, Ireland
- TO: **Ernst & Young Ltd.**, PO Box 510 GT Suite 6401, 62 Forum Lane, Camana Bay, Grand Cayman, Cayman Islands
- TO: **Ernst & Young**, Suite 6401, 62 Forum Lane, Camana Bay, Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of care of Grant Thornton Specialist Services (Cayman) Limited, 48 Market Street, 2nd Floor, Suite 4290,

Canella Court, Camana Bay, Grand Cayman, 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                      day of May 2013.

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.

### **GENERAL ENDORSEMENT**

AND THE PLAINTIFF claims:

Against the Defendants, and each of them:-

1. Damages for deceit in and in relation to their audits and auditors' reports as auditors of the Plaintiff for the years ended 31 December 2005, 31 December 2006 and 31 December 2007;
2. Alternatively damages for breach of the contracts of retainer subsisting between the Plaintiff and the Defendants as follows:
  - (1) a contract made in writing by the Defendants' letter dated 20 November 2003 and its countersignature on behalf of the Plaintiff; and
  - (2) a contract made in writing by the Defendants' letter dated 17 April 2007 and its countersignature on behalf of the Plaintiff

whereby in each case the Plaintiff retained the Defendants to act as its auditors and the Defendants agreed to do so for reward;

3. Alternatively damages for negligence in carrying out their audits and making their auditors' reports as auditors of the Plaintiff for the years ended 31 December 2005, 31 December 2006 and 31 December 2007;

4. Further or alternatively if and so far as the First Defendant and/or the Second Defendant would not otherwise be responsible for meeting any liability arising under paragraphs 1 to 3 hereof inclusive, they irrevocably agreed to be responsible for such liability by and as provided in clause 4.1 of Deeds made between the Plaintiff and the Defendants and dated on or about 9 May 2012, 20 June 2012, 12 September 2012 and 21 October 2012;
5. Interest pursuant to section 34 of the Judicature Law (2007 Revision) and/or in equity; and
6. Costs.



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**Ogier**

Attorneys for the Plaintiff

Dated this 6th day of May 2013

THIS WRIT was issued by Ogier, Attorneys for the Plaintiff, whose address for service is 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9007, Cayman Islands (Ref: 422993.00001/RDL/MIM).