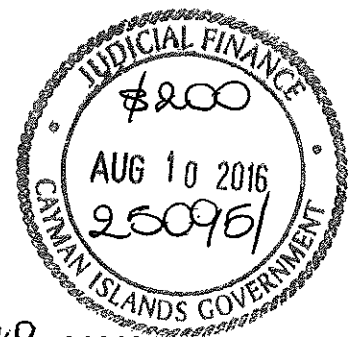


IN THE GRAND COURT OF THE CAYMAN ISLANDS
GEORGE TOWN

CIVIL DIVISION



CAUSE NO. 149 of 2016

BETWEEN

BROOKS & BROOKS LTD (T/A Brooks & Brooks
Attorneys At Law)

PLAINTIFF

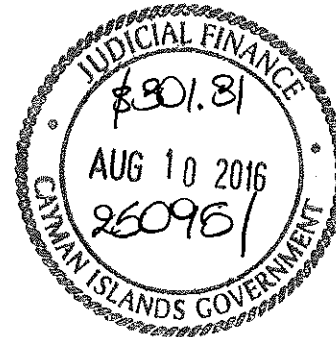
DANA SMITH

DEFENDANT



WRIT OF SUMMONS

Mrs Dana Smith
c/o Caribbean Utilities Ltd (Customer Services)
Sound Road
George Town



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 Courts Office, P O Box 495 G, 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 Acknowledgment 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 day of August, 2016

NOTE: This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by Order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM


- 1 The Plaintiff is a limited liability company which operates as a Law Firm in the Cayman Islands under the trade name of "Brooks & Brooks" ("the Firm"). The Firm employs Attorneys At Law to practise law in the Cayman Islands.
- 2 The Defendant was, at the material time a resident of the Cayman Islands and at the material time was a client of the Plaintiff.
- 3 In or about July, 2015 the Defendant requested legal representation by the Plaintiff and the Plaintiff agreed to that representation, in matters relating inter alia to commencing and conducting divorce proceedings against her estranged husband and dealing with any ancillary issues.
- 4 The divorce proceedings are currently continuing before the Court styled "Fam. 143 of 2015".
- 5 It was an expressed term of the agreement that the Defendant would pay the Plaintiff for its services in her representation.
- 6 In that regard the Defendant paid the initial two invoices issued by the Firm on 21st July, 2015 (on which there was a refund) and invoice dated 7th October, 2015 in the amount of CI\$7,138.50 which took into account the said refund and other payments made by the Defendant for the retainer.
- 7 The Firm therefore continued with the Defendant's representation in the said divorce proceedings on the basis that all other invoices would also be paid in a timely manner.
- 8 On or about 13th April, 2016 the Plaintiff submitted a further invoice to the defendant in the amount of CI\$ 22,953.00 which represented work completed on her divorce proceedings to that date, minus the amount of a costs Order made by Madame Mangatal for the Respondent in the divorce proceedings to pay to the Defendant on an application conducted on behalf of the Defendant by the Plaintiff.
- 9 Subsequent to the submission of that invoice, the Defendant in various emails, confirmed to the Plaintiff that it was her intention to pay the outstanding amount represented in this invoice.
- 10 Despite these assurances and promises by the Defendant and despite repeated reminders by the Plaintiff, and in breach of the agreement the Defendant has not made any payment on the outstanding invoice.
- 11 Consequently the Plaintiff on 5th July, 2016 submitted a further invoice to the Defendant representing the amount payable under the costs Order of Madame Justice Mangatal of CI\$6,844.50 making a principal total of CI\$29,797.50 outstanding by the Defendant to the Plaintiff.

- 12 In breach of the said verbal agreement, although the Defendant has paid 2 previous initial invoices, she has, to date, refused and/or neglected to make any payment on the second 2 invoices.
- 13 The payments made previously were pursuant to a verbal agreement made in or about July, 2015 between the parties, whereby the Defendant would pay all invoices upon presentation and receipt; and/or alternatively that she would make satisfactory arrangements to pay off same with the Plaintiff.
- 14 It was also an expressed condition of the representation that interest would be charged on all outstanding invoices after 30 days at a rate of 10% per annum.
- 15 As a result of the said breaches by the Defendant, the Plaintiff has suffered loss in that it has not been paid the funds outstanding to it.

WHEREFORE THE PLAINTIFF CLAIMS:

- (a) Initial Principal Amount outstanding of CI\$22,953.00 (with interest accrued from 13th May, 2016 - to 5th July, 2016 (53 days) CI\$333.29)).
- (b) Interest on the combined outstanding amount of CI\$29,797.50 (plus interest of CI\$333.29 = CI\$30,130.79) at the rate of 10% per annum commencing on 5th August, 2016 and accruing at CI\$8.26 per day.
- (c) Total amount outstanding to date of issue of Writ (10th August, 2016) CI\$30,172.09 with interest continuing and accruing at CI\$ 8.26 per day until the date of payment.
- (d) Legal fees and costs.

Dated this 10th day of August, 2016


Brooks & Brooks
Attorneys for the Plaintiff

This Writ of Summons and Statement of Claim was issued by Brooks & Brooks for the Plaintiff whose address for service is Two Artillery Court, Shedden Road, George Town, Grand Cayman.

Acknowledgement of service of writ of summons (0.12, 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 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

CAUSE NO. of 2016

BETWEEN: BROOKS & BROOKS LTD
(T/A Brooks & Brooks Attorneys At Law) PLAINTIFF

AND: DANA SMITH 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 of Summons 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.

Service of the Writ of Summons is acknowledged accordingly.

Attorney for the Defendant/Defendant in Person

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.

*Brooks & Brooks
Attorneys At Law
P O Box 1355
Two, Artillery Court
Shedden Road
George Town, Grand Cayman KY 1 -1108*

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

Acknowledgement of service of writ of summons (0.12, 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 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