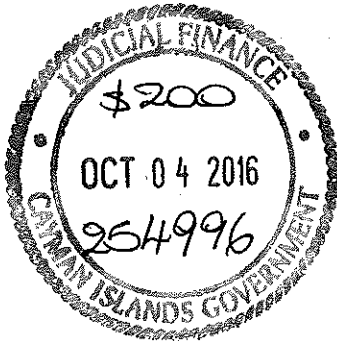


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G / 83 OF 2016

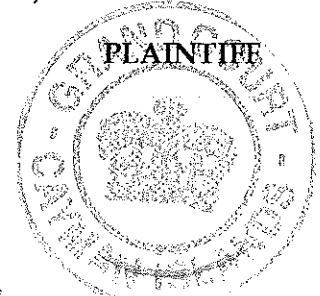
BETWEEN:

SINCLAIR ATTORNEYS LTD (TRADING AS SINCLAIRS)

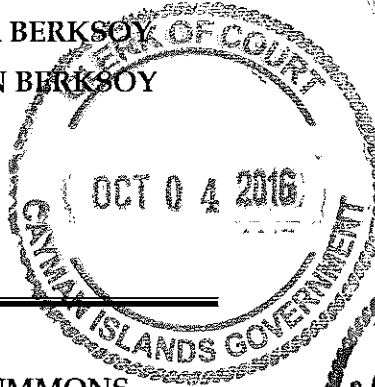


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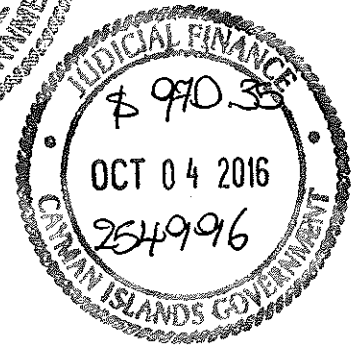
- (1) PETRA BERKSOY
- (2) ERGUN BERKSOY



DEFENDANTS



WRIT OF SUMMONS



TO:

Petra Berksoy
c/o Clyde Allen
CHAMBERS
Second Floor, Suite 9, Jack & Jill Building,
19 Fort Street, George Town
PO Box 31076
Grand Cayman KY1-1205
Cayman Islands

AND TO:

Ergun Berksoy
c/o Clyde Allen
CHAMBERS
Second Floor, Suite 9, Jack & Jill Building,
19 Fort Street, George Town
PO Box 31076
Grand Cayman KY1-1205
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 pages.

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's Office, PO Box 495, George Town, Grand Cayman, KY1-1106 the accompanying Acknowledgment of Service stating whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment of Service within the time stated, or if you return the Acknowledgement of Service 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 4th day of October 2016

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.

It is intended that applications will be made to the Grand Court for leave to serve those Defendants who are out of the jurisdiction.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff is a company incorporated in the Cayman Islands as a resident company on 10 June 2013 under registration number CR 278393. Its registered office is Third Floor, Genesis Building, Genesis Close, PO Box 498, George Town, Grand Cayman, Cayman Islands, KY1-1106. The Plaintiff is recognized under the Legal Practitioners (Incorporated Practice) Regulations (as revised) and carries on business in the Cayman Islands in accordance with the said Regulations under the name of "Sinclairs".
2. The First Defendant is a Czech national, resident in the Cayman Islands, and until 3 August 2016 was a client of the Plaintiff. The First Defendant was previously a lawyer and a judge in the Czech Republic and is therefore generally familiar with legal proceedings, and in particular the likely costs of civil litigation. She is the wife of the Second Defendant.
3. The Second Defendant is a Turkish national, resident in the Cayman Islands, and until 3 August 2016 was a client of the Plaintiff. The Second Defendant is a very experienced international businessman and property investor, who is generally familiar with contractual and legal documents. He is the husband of the First Defendant.
4. By a contract in writing dated 12 November 2015 and signed by the First Defendant on behalf of the Defendants ["The Engagement Letter"], the Defendants engaged the Plaintiff to provide legal services and advice to them as well as another party, in connection with defamation proceedings they wished to commence in the Grand Court against one Peter Pichler ["PP"].
5. The following were, inter alia, express terms of The Engagement Letter which was sent by the Plaintiff to the Defendants in electronic form by email on 12 November 2015 at 3.54pm, and also provided in hard copy format for signature during a meeting at the Plaintiff's offices later that afternoon.

- (i) The Plaintiff would provide advice and services to the Defendants and the other party in relation to a defamation claim against PP including but not limited to:
 - (a) Drafting and sending a "*cease and desist*" letter before action;
 - (b) Preparing and filing proceedings in the Grand Court; and
 - (c) Attending any Court hearings on behalf the Defendants and the other party.
- (ii) The Plaintiff's General Terms of Business (edition - February 2014) would apply to the engagement save as varied or supplemented by the terms of The Engagement Letter.
- (iii) The Plaintiff would charge the Defendants for legal services at special "*preferred client*" discounted hourly rates of US\$600 per hour for a partner, US\$400 per hour for an associate and US\$150 per hour for a paralegal.
- (iv) The Defendants would furthermore be entitled to receive a 10% "*prompt payment discount*" reduction of all fees, if such fees were paid in full within 14 days following delivery of the invoice. The prompt payment discount reduced the effective hourly rates for a partner to US\$540 per hour, for an associate to US\$360 per hour and for a paralegal to US\$135 per hour.
- (v) The Defendants could also receive yet further discounted hourly rates by making a lump sum payment in advance of a minimum of US\$20,000 under the Plaintiff's "*pre-paid fees plan*" as described in The Engagement Letter.
- (vi) Any costs and disbursements incurred by the Plaintiff on behalf of the Defendants and the other party, such as notary fees, Court filing fees and other disbursements, would be chargeable in full and in addition to legal fees including any photocopying and non-routine delivery services.
- (vii) The Plaintiff would keep a record of time and disbursements spent on the defamation matter.
- (viii) The Engagement Letter was to be signed by and on behalf of the Defendants to confirm their acceptance and agreement to all its express terms.

(ix) The Plaintiff's General Terms of Business were expressly incorporated by reference into The Engagement Letter as set out above, and The Plaintiff's General Terms of Business were an enclosure to The Engagement Letter.

6. The following are implied terms in The Engagement Letter as being obvious, alternatively in order to give business efficacy thereto:

- (i) The Defendants would notify the Plaintiff of any particular instructions they had concerning the conduct of the defamation litigation or additional steps they required to be taken on their behalf.
- (ii) The Defendants would contact the Plaintiff if they wanted to know the amount of any fees outstanding at any time or wanted to receive an immediate invoice, or otherwise wished to query the amount of any invoice.

7. The following were, inter alia, express terms of the Plaintiff's General Terms of Business, sent to the Defendants in electronic form by email on 12 November 2015 at 3.54pm, and also provided again to the Defendants in hard-copy format as an enclosure to The Engagement Letter during a meeting at the Plaintiff's offices later that afternoon and formed key terms to the Plaintiff's provision of legal advice and services to the Defendants:

- (i) The Plaintiff would rely on the Defendants to supply in a timely manner all instructions and information required by the Plaintiff to act on their behalf.
- (ii) The Defendants had the right on giving the Plaintiff written notice to set a limit on fees and disbursements. If such written notice were received from the Defendants, the Plaintiff would notify the Defendants when such limit was reached to ascertain whether they wished the Plaintiff to continue work subject to a revised limit or to cease work.
- (iii) In the absence of any specific written agreement about when the Plaintiff would deliver bills to the Defendants, it would be entitled to deliver interim bills whenever the Plaintiff considered appropriate.
- (iv) A final bill was to be delivered to the Defendants when the matter was concluded.
- (v) The Plaintiff's bills were due and payable by the Defendants on delivery.
- (vi) If the Defendants did not make payment within 90 days of delivery of any bill, the Plaintiff was entitled to charge interest on any amount billed and unpaid, calculated from the date of delivery of the bill at the lesser of (a) 1% per month or (b) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law.

- (vii) If the Defendants did not make payment within 90 days of delivery of any bill, the Plaintiff was entitled to retain documents and papers belonging to the Defendants together with its own records.
 - (viii) If the Defendants did not make payment within 90 days of delivery of any bill, the Plaintiff was entitled to charge all fees incurred by it in seeking to obtain settlement of any of its bills.
 - (ix) Any claim of any kind arising out of or in connection with the appointment of the Plaintiff as attorneys, either directly or indirectly, would be brought only against the Plaintiff company, and no claims of any nature would be brought personally against any director or employee (including any employee assuming the title of "partner") or any former director or former employee of the Plaintiff.
 - (x) The Plaintiff, its directors, shareholders, employees, former directors or former employees of the Plaintiff (the "Indemnified Persons") would be indemnified by the Defendants from and against all liabilities, obligations, losses, damages, demands and suits (including without limitation costs (including legal costs), expenses or disbursements) of any kind or nature whatsoever which might be imposed on or incurred by or asserted against any of the Indemnified Persons howsoever arising (other than by reason of fraud, dishonesty, wilful misconduct or gross negligence on the part of such Indemnified Person), in connection with the provision of services to the Defendants.
 - (xi) The provisions of paragraph 12 of the Plaintiff's General Terms of Business, which included the express terms set out in sub-paragraphs 7(ix) and 7(x) above, were not to be affected by the termination of the Plaintiff's appointment by the Defendants and were to continue in full force and effect notwithstanding any such termination.
8. Pursuant to The Engagement Letter and General Terms of Business, the Plaintiff provided legal advice and services to the Defendants from 12 November 2015 to 31 July 2016 as set out in more detail below.
9. On 20 November 2015, the Plaintiff issued a generally indorsed writ and commenced defamation proceedings in the Grand Court on behalf of the Defendants and another party against PP in cause number G206 of 2015 ["The Defamation Proceedings"].
10. In November and December 2015 the Plaintiff inter alia sought *Anton Piller* relief against PP to preserve evidence; prepared an ex parte summons, affidavit evidence, and written submissions; and the Plaintiff's attorneys attended Court on three occasions on behalf of the Defendants, preparing attendance notes of each Court hearing.

11. The Plaintiff's fee note # 151106 dated 25 November 2015 in the sum of U\$46,843.81, which took into account the sum of US\$20,000 which had been prepaid by the Defendants to the Plaintiff on or about 13 November 2015, was paid by the Defendants in full on 26 November 2015.
12. The Plaintiff's fee note # 151202 dated 22 December 2015 in the sum of \$12,925.78, which took into account a prepaid amount of US\$3,146.19, was paid by the Defendants in full on 23 December 2015.
13. In January 2015, the Plaintiff was instructed by the Defendants to seek an ex parte injunction to freeze PP's assets in the jurisdiction. As a "one-off" variation to The Engagement Letter, the Plaintiff agreed to undertake the work required to obtain the injunction against PP for a fixed fee of US\$15,000, having previously estimated that a minimum of US\$20,000 in fees would be required for such work.
14. Between 3 January 2016 and 15 February 2016, the Plaintiff provided substantial legal advice and services to the Defendants, successfully obtaining an injunction from the Grand Court to freeze PP's assets in the jurisdiction up to a value of US\$500,000 on 15 February 2016.
15. Although not specifically contemplated by the parties as being included within the fixed fee of US\$15,000 for the work on the injunction, the Plaintiff was obliged to carry out further legal research and to advise the Defendants on quantum of damages, service out of the jurisdiction and substituted service, and the Plaintiff made an application for service out of the jurisdiction and substituted service on PP when applying for the ex parte injunction against PP.
16. By reason of the additional work undertaken by the Plaintiff on behalf of the Defendants the total fees incurred between 3 January 2016 and 15 February 2016 and included in fee note # 160210 dated 17 February 2016 amounted to US\$63,304.00. In honouring the fixed fee agreement, the Plaintiff wrote off US\$48,304.00 in fees, and only the agreed US\$15,000 in fees was charged to the Defendants for obtaining the injunction against PP.

17. By email dated 17 February 2016 sent by the Plaintiff to the Defendants at 8.49pm attaching fee note # 160210, the Plaintiff informed the Defendants:

- (a) That in light of the significant write-off in fees, and the near impossibility of estimating how much time would be necessary to conduct the case skillfully and properly to get the result the Defendants wanted, the Plaintiff was not willing to undertake future work on a fixed-fee basis.
- (b) That in the next 6 weeks the Plaintiff would be very busy on the Defendants' claim against PP again, and that they had entered a *"very active stage in the proceedings"*.
- (c) That the most cost-effective way to proceed was for the Defendants to pay US\$50,000 as a lump sum fee in advance under the Plaintiff's pre-paid fees plan described in the Engagement Letter, to allow the Defendants to receive ultra- discounted hourly rates. The Plaintiff stated *"for the avoidance of any doubt, this will not be a fixed fee for this next very active phase of the litigation... this is just an advanced payment to allow [the Defendants] to receive maximum discounted fees"*

18. In emails exchanged between the parties on 18 February 2016 the Defendants stated:

- (a) they had *"no more budget"* for any further legal fees, and
- (b) they proposed *"Although you say, that you don't accept fixed price, we believe that best solution for both parties under the circumstances, to come to an understanding and be able to move forward, is to fix the cost to \$50,000 which we pay \$20,000 today and \$30,000 when we receive the money from PP" [sic].*

19. In emails exchanged between the parties on 18 February 2016, the Plaintiff described in detail the work which would be needed in the next phase of the Defamation Proceedings to prevent the claim from being dismissed and the injunction against PP discharged or the amount of assets required to remain in the jurisdiction being significantly reduced. The Plaintiff stated:

- (a) It would not be able to act for the Defendants on a fixed fee basis when there were too many variables, and the parties did not know what PP's evidence would be.
- (b) The Plaintiff was not prepared to wait until PP had a costs judgment against him to be paid fees.

- (c) The Defendants had to be "*fully committed to a looming, aggressive and unfortunately expensive Court battle*".
 - (d) There was no doubt that at least 100 hours of work would be required in the next six weeks by a partner (very senior attorney) of the Plaintiff and a similar amount of time by other junior team members.
 - (e) The fees would be at least US\$50,000 during the next six-week period.
 - (f) If the Defendants considered another law firm would be able to act for them more cost-effectively in the Defamation Proceedings or on a fixed-fee basis, then the Defendants should let the Plaintiff know and the Plaintiff would pass the files to such other law firm.
20. The Defendants' response to the Plaintiff's emails on 18 February 2016 including the statements set out above was to confirm that "*we are not planning to change our legal team at this time and we are full support and trust to you*" [sic]" and they agreed to pay US\$50,000 as a lump sum advance payment under the Plaintiff's pre-paid fees plan in order to receive the most discounted hourly rates available in accordance with such plan / the terms of The Engagement Letter.
21. Exactly as the Plaintiff had warned the Defendants in the emails exchanged on 18 February 2016, a significant amount of work was required in the Defamation Proceedings in the 6 week period from 16 February to 31 March 2016. In total 78.20 hours were spent by a partner (less than the 100 hours estimated), 91.50 hours by an associate as well as 9.70 hours by paralegals (almost exactly the 100 hours estimated by the Plaintiff as likely to be spent by junior team members in this time-frame).
22. The Plaintiff's fee note # 160709 covering the fees and disbursements incurred from 16 February to 31 March 2016 ["**The March Fee Note**"] sought payment of the balance of US\$13,367.50 in fees and US\$1,164.16 in disbursements which remained due and outstanding after the prepaid lump sum of US\$50,000 paid on 19 February 2016 had been deducted.
23. The March Fee Note was first sent to the Defendants by email on 25 July 2016 and sent again by email from the Plaintiff's financial controller on 31 August 2016.

24. All time for legal services on the March Fee Note was charged at the Plaintiff's ultra-discounted (pre-paid) rate of US\$450 for a partner, \$300 for an associate and \$75 for a paralegal despite the fact that the Defendants' prepaid credit of US\$50,000 had been used up by 4 March 2016, which would have entitled the Plaintiff to charge all fees incurred on and after 4 March as post-paid fees at the usual hourly rates of \$600 per hour for a partner, \$400 per hour for an associate and \$150 per hour for a paralegal in accordance with The Engagement Letter.
25. The Plaintiff has not waived its contractual right to claim all post-paid fees incurred on or after 4 March 2016 at the full contractual hourly rates set out in The Engagement Letter.
26. In breach of contract, the Defendants have failed to pay the March Fee Note or any amount thereof, and have failed to reimburse the Plaintiffs for any March disbursements totaling US\$367.63 including Court filing fees.
27. Pursuant to The Engagement Letter and its General Terms of Business the Plaintiff continued to provide legal advice and services in relation to the Defamation Proceedings to the Defendants in April 2016. The Plaintiff inter alia prepared affidavit evidence and written submissions, attended a Court hearing to extend the injunction on 13 April 2016; prepared an attendance note of the Court hearing, took immediate action to implement the order of the Court dated 13 April 2016 which required PP (not the Defendants) to enter a Caution on the Land Register over land owned by PP in Crystal Harbour Grand Cayman ["The Crystal Harbour Land"] in favour of the Defendants' since the said land secured the continuing injunction, and the Plaintiff corresponded with the Land Registry over the entry of an Inhibition (in lieu of the Caution ordered by the Court on 13 April 2016) on the Crystal Harbour Land on 26 April 2016.
28. The Plaintiff's fee note # 160710 covering the fees and disbursements incurred from 1 to 30 April 2016 ["The April Fee Note"] sought payment of fees in the sum of US\$26,310 and US\$296.94 in disbursements, as well as the balance of the March Fee Note in the sum of US\$14,889.29 which remained outstanding.

29. The April Fee Note was first sent to the Defendants by email on 25 July 2016 and initially included discounted fees/ discounted hourly rates in exchange for immediate payment but was later reissued with with undiscounted fees / the contractually agreed hourly rates (as set out above) and sent again by email from the Plaintiff's financial controller on 31 August 2016.
30. In breach of contract, the Defendants have failed to pay the April Fee Note or any amount thereof, and have failed to reimburse the Plaintiffs for any April disbursements totaling US\$296.74 including Court filing fees and Land Registry Filing fees for the Inhibition on the Crystal Harbour Land obtained on 26 April 2016.
31. Pursuant to The Engagement Letter and its General Terms of Business, the Plaintiff continued to provide legal advice and services in relation to the Defamation Proceedings to the Defendants in May 2016. The Plaintiff inter alia corresponded with the Land Registry in relation to Inhibition on the Crystal Harbour Land, advised the Defendants in connection with a potential settlement with PP, prepared correspondence with PP including a formal apology and retraction and generally undertook drafting of the detailed Statement of Claim in the Defamation Proceedings.
32. The Plaintiff's fee note # 160711 covering the fees and disbursements incurred from 1 to 31 May 2016 ["The May Fee Note"] sought payment of fees in the sum of US\$18,795 and US\$167.07 in disbursements, as well as the balance carried forward of the March Fee Note and April Fee Note in the sum of US\$41,496.23 which remained outstanding.
33. The May Fee Note was first sent to the Defendants by email on 25 July 2016 and initially included discounted fees/ discounted hourly rates in exchange for immediate payment but was later reissued with undiscounted fees / contractually agreed hourly rates (as set out above) and sent again by email from the Plaintiff's financial controller on 31 August 2016.
34. In breach of contract, the Defendants have failed to pay the May Fee Note or any amount thereof, and have failed to reimburse the Plaintiffs for any May disbursements totaling US\$167.07 including further Land Registry Filing fees for the Inhibition on the Crystal Harbour Land.

35. Pursuant to The Engagement Letter and its General Terms of Business, the Plaintiff continued to provide legal advice and services in relation to the Defamation Proceedings to the Defendants in June 2016. The Plaintiff inter alia advised the Defendants in connection with a potential settlement with PP and continued to undertake drafting of the detailed Statement of Claim in the Defamation Proceedings.
36. The Plaintiff's fee note # 160712 covering the fees and disbursements incurred from 1 to 30 June 2016 ["The June Fee Note"] sought payment of fees in the sum of US\$6,400 and US\$175 in disbursements, as well as the balances carried forward of the March Fee Note, April Fee Note and May Fee Note in the aggregate sum of US\$60,458 which remained outstanding.
37. The June Fee Note was first sent to the Defendants by email on 25 July 2016 and initially included discounted fees/ discounted hourly rates in exchange for immediate payment but was later reissued with undiscounted fees/ contractually agreed hourly rates (as set out above) and sent again by email from the Plaintiff's financial controller on 31 August 2016.
38. In breach of contract, the Defendants have failed to pay the June Fee Note or any amount thereof, and have failed to reimburse the Plaintiffs for any June disbursements totaling US\$175.
39. Pursuant to The Engagement Letter and its General Terms of Business, the Plaintiff continued to provide legal advice and services in relation to the Defamation Proceedings to the Defendants in July 2016. The Plaintiff inter alia prepared affidavit evidence and written submissions; attended Court to seek further orders for substituted service and service out of the jurisdiction on PP; prepared an attendance note; advised the Defendants in connection with their discovery of an attempt by PP to sell the Crystal Harbour Land in contempt of Court and in breach of the injunction (which sale was thwarted by the Inhibition on the Land Register which the Plaintiff had obtained on 26 April 2016), undertook Land Registry searches to verify and confirm that as at 10 July 2016 PP remained the registered owner of the Crystal Harbour Land; and in particular continued and finalized the drafting of a very detailed Statement of Claim in the Defamation Proceedings amounting to 35 pages in total.

40. The Plaintiff's fee note # 160803 covering the fees and disbursements incurred from 1 to 31 July 2016 ["The July Fee Note"] sought payment of fees in the sum of US\$56,040 and US\$593 in disbursements, as well as the balances carried forward of the March Fee Note, April Fee Note, May Fee Note and June Fee Note in the aggregate sum of US\$67,033.30 which remained outstanding.
41. The July Fee Note was first sent to the Defendants by email on 10 August 2016 and initially included an offer of a 10% prompt payment discount (of US\$5,604) in fees if the July Fee Note were paid in full within 14 days, namely by 24 August 2016. The July Fee Note was sent again by email on 31 August 2016 without any discount on fees, and included further Court filing fee disbursements which had previously been omitted.
42. In breach of contract, the Defendants have failed to pay the July Fee Note or any amount thereof, and have failed to reimburse the Plaintiffs for any July disbursements totaling US\$593.90 including Court filing fees and Land Registry search fees.
43. By reason of the many facts and matters set out above, and the Defendants' multiple breaches of contract in failing to pay the March Fee Note, April Fee Note, May Fee Note, June Fee Note and July Fee Note, collectively "The Unpaid Fee Notes", the Plaintiff has suffered loss and damage.

Particulars of Loss

- (i) Fees for legal services and Disbursements properly incurred in the Defamation Proceedings on behalf of the Defendants set out in the Unpaid Fee Notes which remain unpaid in the aggregate sum of US\$123,667.20.
- (ii) The difference in hourly rates from 4 March to 31 March 2016 between the ultra-discounted (prepaid) hourly rates charged in the March Fee Note and the contractually agreed (post-paid) hourly rates as set out in The Engagement Letter.
- (iii) Costs incurred from 10 August 2016 to 4 October 2016 in seeking to recover the fees and disbursements as set out in the Unpaid Fee Notes from the Defendants.

44. The Plaintiff was served with a Notice of Change of Attorney dated 3 August 2016 in the Defamation proceedings from the Defendants' new attorney, Clyde Allen, CHAMBERS on 8 August 2016.
45. As set out above, the Unpaid Fee Notes were sent to the Defendants by email attaching a letter from the Plaintiff's financial controller dated 31 August 2016 and requesting that all such fee notes be paid in full within 7 days, namely by 6 September 2016.
46. By open letter to the Defendants also dated 31 August 2016, the Plaintiff offered to accept the sum of US\$100,000 in full and final settlement of all amounts outstanding and due to it under the Unpaid Fee Notes providing payment was made immediately.
47. The Defendants declined to accept the Plaintiff's open offer of 31 August 2016 (representing a discount of more than 20% on all fees and disbursements) or to make any counter proposals. They responded through their attorney that no payment whatsoever would be made until the Plaintiff delivered all the voluminous files, hearing bundles and documents in the Defamation Proceedings to the Defendants' new attorney.
48. The Plaintiff has relied on its right to a lien over all documentation pending payment of all the Unpaid Fee Notes, as well as its express contractual right to retain such documents under its General Terms of Business as set out in paragraph 7 (vii) above while any Fee Note remains unpaid. The Plaintiff therefore declined to deliver any copies of the voluminous files, hearing bundles and documents in the Defamation Proceedings to the Defendants' attorneys.
49. The Plaintiff avers that at all material times the Defendants received by means of over 1,500 emails passing between the parties from November 2015 to August 2016 all documents prepared by the Plaintiff in draft and final form, including affidavits, written submissions, drafts and executed Court documents, formal correspondence, attendance notes, draft and final versions of the detailed (35 -page) statement of claim and schedules, as well as copies of all correspondence sent and received in the Defamation Proceedings by the Plaintiff on behalf of the Defendants.

50. Accordingly, at all material times the Defendants were well aware of the substantial amount of legal work being undertaken on their behalf by the Plaintiff, and are able, and have been able at all material times, to verify all time entries on the Unpaid Fee Notes by reference to the voluminous documentation and email correspondence they have already received or to which they were original parties.
51. By a letter before action dated 7 September 2016 the Plaintiff notified the Defendants that the time frame for payment set out in the letter of 31 August 2016 had expired and that a formal demand would be served on them. The Plaintiff also offered to accept payment of the sum of US\$123,667.20 due over 2 or 3 instalments if the Defendants were unable to pay the full amount in one payment for any reason.
52. Having received no payment and no payment proposals of any kind from the Defendants, on 19 September 2016 the Plaintiff served on each of the Defendants personally a formal demand seeking payment of the sum of US\$123,667.20 being the total due under the Unpaid Fee Notes within 7 days, namely by Monday 26 September 2016.
53. On 20 September 2016 the Plaintiff sent a letter notifying the Defendants of its intention to commence litigation proceedings without further recourse after 27 September 2016 if payment in full for the Unpaid Fee Notes was not received.
54. The Plaintiff also sent to the Defendants on 20 September 2016 an affidavit from an attorney who had been significantly involved in the Defamation Proceedings for the Plaintiff, which affidavit exhibited all the Unpaid Fee Notes and verified the accuracy of all the time entries in the said Fee Notes, the same being contemporaneously and objectively recorded by the Plaintiff's electronic time keeping system "*prolaw*". The Plaintiff confirmed that all such time had been properly and bona fide spent by the Plaintiff's attorneys on the Defamation Proceedings acting on behalf of the Defendants. This affidavit further confirmed that the deponent attorney was not aware of any reason which would justify the Defendants' ongoing refusal to pay the Unpaid Fee Notes.

55. Pursuant to the express terms of its General Terms of Business as set out in paragraph 7 above, the Plaintiff is entitled to and claims all costs incurred since 10 August 2016 in seeking to be paid the amounts due and outstanding from the Defendants in respect Unpaid Fee Notes on a full indemnity basis.
56. Pursuant to the express terms of its General Terms of Business as set out in paragraph 7 above, the Plaintiff is entitled to and claims contractual interest at the rate of 1% per month accruing from 31 August 2016, the date on which the Unpaid Fee Notes were sent again to the Defendants by email from the Plaintiff's financial controller, compounded monthly, until judgment or payment whichever is sooner.
57. Further or alternatively, the Plaintiff is entitled to and claims compound interest on all amounts found due to it pursuant to section 3(1) of the Judicature Law (2007) Revision and / or the equitable jurisdiction of the Court.

AND THE PLAINTIFF CLAIMS:

- (i) Damages for breach of contract in the sum of US\$123,667.20
- (ii) Contractual Interest on the principal sum of US\$123,667.20 at the rate of 1% per month, compounded monthly, accruing from 31 August 2016 until judgment or sooner payment;
- (iii) An accounting of any further amount due to the Plaintiff in fees for the time-frame 4 to 31 March 2016 and damages in respect of such amount;
- (iv) Costs incurred from 10 August 2016 to 4 October 2016 in seeking to recover payment of the Unpaid Fee Notes from the Defendants to be assessed;
- (v) Further or alternatively, compound interest on all claims from the date of each respective loss in accordance with the rates in the Judgment Debt (Rates of Interest) Rules;
- (vi) Indemnity Costs; and
- (vii) Such further and other relief as the Court thinks fit.

Sinclairs

4 October 2016

SINCLAIR ATTORNEYS LTD (trading as Sinclairs)
The Plaintiff / Attorneys for the Plaintiff

This Writ and Statement of Claim is filed by Sinclair Attorneys Ltd (trading as Sinclairs) of Third and Fourth Floor Genesis Building, Genesis Close, PO Box 498 George Town, Grand Cayman, Cayman Islands, KY1-1006. Reference SD/BT/

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G OF 2016

B E T W E E N:

SINCLAIR ATTORNEYS LTD (TRADING AS SINCLAIRS)

PLAINTIFF

AND

- (1) PETRA BERKSOY
- (2) ERGUN BERKSOY

DEFENDANTS

RESPONSE PACK FOR DEFENDENTS

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgement 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, PO BOX 495, GRAND CAYMAN KY1-1106.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a Defence on the Attorney for the Plaintiffs (or on the Plaintiffs if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words of "Statement of Claim" appear on the top of page 3), 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, 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 Acknowledgement 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 Write 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: G OF 2016

B E T W E E N:

SINCLAIR ATTORNEYS LTD (TRADING AS SINCLAIRS)

PLAINTIFF

AND

- (1) PETRA BERKSOY
- (2) ERGUN BERKSOY

DEFENDANTS

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

Date: 2016

Clyde Allen Chambers
Attorneys for the Defendant

Address for service:

c/o Clyde Allen CHAMBERS
Second Floor, Suite 9, Jack & Jill Building
19 Fort Street, George Town
PO Box 31076
Grand Cayman KY1-1205
Cayman Islands

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.

Endorsement by Plaintiff's Attorney in the box below.

Sinclairs
3rd & 4th Floor Genesis Building
Genesis Close
PO Box 498
George Town
Grand Cayman KY1-1106
Ref: SD/BT

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

Clyde Allen/ CHAMBERS
Second Floor, Suite 9, Jack & Jill Building
19 Fort Street, George Town
PO Box 31076
Grand Cayman KY1-1205
Cayman Islands