



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2022

BETWEEN:

HSM CHAMBERS

Plaintiff

-V-

ISLAND RESTAURANTS LTD T/A GREEN PARROT

First Defendant

-AND-

KEVIN DOYLE

Second Defendant

WRIT OF SUMMONS

TO:

Island Restaurants Ltd T/A the Green Parrot
PO Box 31607
Grand Cayman, KY1-1207
Cayman Islands

AND: Mr. Kevin Doyle
PO Box 30853
Grand Cayman KY1-1204
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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, Grand Cayman, KY1-1106, 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: 18th day of January 2022

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a company incorporated in, and carrying on business pursuant to, the laws of the Cayman Islands. The Plaintiff's address for service is: HSM Chambers, 68 For Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The First Defendant is a company incorporated in, organised and carrying on business pursuant to the laws of, the Cayman Islands, having been so incorporated on or around 16 July 2007.
3. The Second Defendant is and was an individual who resides in the Cayman Islands, and is the Owner and Director of the Second Defendant Company.
4. Pursuant to an Engagement Letter and Terms of Business dated 18 February 2019 (collectively, the "Retainer"), the Second Defendant (in his capacity as Director of the First Defendant) engaged the Plaintiff to provide legal advice and representation in relation to a dispute between the First Defendant and the Port Authority of the Cayman Islands.
5. In Accordance with the Retainer, the First Defendant agreed, inter alia, as follows:
 - a. That the First Defendant would be responsible for payment of all professional fees and expenses in relation to the engagement.
 - b. That the First Defendant would pay the Plaintiff's invoices within 14 days of the date of the invoice being rendered;

- c. That the First Defendant would pay to the Plaintiff interest at the rate of 10% per annum on any outstanding balance not settled within 14 days of the invoices being rendered; and
- d. That the agreement would be construed in accordance with and would be governed by the laws of the Cayman Islands.
6. Pursuant to a Deed of Guarantee and Indemnity dated 21 January 2020, the Second Defendant guaranteed the debts and liabilities of the First Defendant to the Plaintiff (Deed of Guarantee).
7. The Deed of Guarantee contained, inter alia, the following express terms:
- a. That the Second Defendant would guarantee to pay the Plaintiff, in full and on demand, all present and future payment obligations and liabilities of the First Defendant due and owing pursuant to the terms of the Retainer to the Plaintiff.
- b. That the Second Defendant as a separate independent obligation and liability from his obligations referred to above, would agree to indemnify and keep indemnified the Plaintiff in full and on demand from and against all and any losses, costs and expenses suffered or incurred by the Plaintiff arising out of, or in connection with, any failure of the First Defendant to honour its Guaranteed obligations.
- c. That the Deed of Guarantee is a continuing security and shall cover the ultimate balance of all monies payable under the Retainer, irrespective of any intermediate payment in full or in part of the Guaranteed Obligations.
8. The Plaintiff provided legal services to the Defendant in accordance with the Retainer and rendered invoices from time to time. In breach of the Retainer and subsequently the Deed of Guarantee, the First and Second Defendant failed to pay the following invoices:

| Date | Matter # | Invoice # | Invoice Amount | Amount Paid | Invoice Balance |
|-------------|-------------|-----------|----------------|-------------|------------------|
| 27 Jun 2019 | 420960.0001 | 4267980 | 11,343.77 | 8,556.86 | 2,786.91 |
| 12 Jul 2019 | 420960.0001 | 4268380 | 4,792.19 | 0.00 | 4,792.19 |
| 25 Sep 2019 | 420960.0001 | 4270411 | 2,330.00 | 0.00 | 2,330.00 |
| 15 Oct 2019 | 420960.0001 | 4271115 | 38,022.67 | 0.00 | 38,022.67 |
| 14 Nov 2019 | 420960.0001 | 4272157 | 4,562.19 | 0.00 | 4,562.19 |
| 23 Dec 2019 | 420960.0001 | 4273788 | 3,245.00 | 0.00 | 3,245.00 |

| | | | | | |
|------------------------------|-------------|---------|--------|------|------------------|
| 11 Mar 2020 | 420960.0001 | 4275822 | 180.00 | 0.00 | 180.00 |
| Balance now due (USD) | | | | | 55,918.96 |

9. Accordingly, the Defendant owes to the Plaintiff the principal sum of US\$55,918.96.
10. The Plaintiff seeks pre- and post-judgment interest on the principal sum at the contractual rate of 10% per annum commencing 14 days from the date of the invoice to 10 January 2022 being the date of issue of these proceedings in the sum of US\$13,090.03 (as broken down in the table below) and continuing at the daily rate of US\$15.32 per diem until discharged in full.

| | Invoice # | Interest Rate | Start Date | Date of Issue | Interest Amount (USD) |
|-----------|-----------|---------------|------------------|-----------------|-----------------------|
| 1. | 4267980 | 10% | 11 July 2019 | 10 January 2022 | 1,355.07 |
| 2. | 4268380 | 10% | 26 July 2019 | 10 January 2022 | 1,180.32 |
| 3. | 4270411 | 10% | 9 October 2019 | 10 January 2022 | 526.01 |
| 4. | 4271115 | 10% | 29 October 2019 | 10 January 2022 | 8,375.40 |
| 5. | 4272157 | 10% | 28 November 2019 | 10 January 2022 | 967.43 |
| 6. | 4273788 | 10% | 6 January 2020 | 10 January 2022 | 653.45 |
| 7. | 4275822 | 10% | 25 March 2020 | 10 January 2022 | 32.35 |
| Interest | | | | | 13,090.03 |
| Due (USD) | | | | | |

11. Alternatively, the Plaintiff claims pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021 Revision* at the rate of 2.375% for such period as the Court deems fit.
12. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceedings.

AND THE PLAINTIFF CLAIMS:

- a) US\$55,918.96 being the principal sum due;
- b) Pre- and post-judgment interest at the contractual rate of 10% per annum calculated from 11 July 2019 to 10 January 2022 in the sum of US\$13,090.03 and continuing at the rate of US\$15.32 per diem in accordance with the terms of the Retainer;
- c) Alternatively, pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules (2021 Revision)* at the rate of 2.375% for such period as the Court deems fit;
- d) Costs; and
- e) Such further and other relief as this Court may deem just.

HSM chambers

HSM Chambers
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is US\$55,918.96. The amount of the filing fees to commence the proceeding is CI\$200.00, plus ad valorem in the sum of CI\$358.54. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 3 above;
2. The proscribed rate of interest is 10% per annum;
3. The date from which interest is payable is 11 July 2019; and
4. The amount of interest accruing due each day is US\$15.32.

This WRIT OF SUMMONS was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands (ref: 418107-0048)

No.8

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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, 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 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 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: GC OF 2022

B E T W E E N:

HSM CHAMBERS

Plaintiff

-V-

ISLAND RESTAURANTS LTD T/A GREEN PARROT

First Defendant

-AND-

KEVIN DOYLE

Second 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

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 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 communication 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.

HSM Chambers
68 Fort Street
PO Box 31726
George Town
Grand Cayman KY1-1207
CAYMAN ISLANDS

Ref: 418107.0048

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

[Empty box for defendant's Attorney indorsement]