



COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO. 314 OF 2021 (DDJ)

**BETWEEN:**

**KISHA DEAN TREZEVANT**

**PLAINTIFF**

**-and-**

**STANLEY H. TREZEVANT III**

**DEFENDANT**

---

**WRIT OF SUMMONS**

---

**TO:** Stanley H. Trezevant III of 1273 Heron Oaks Cove, Memphis, Tennessee 38120, United States, c/o Mourant Ozannes, 94 Solaris Avenue, Camana Bay, PO Box 1348, Grand Cayman, KY1-1108.

**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, 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 15<sup>th</sup> day of September 2022

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

**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** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

---

**STATEMENT OF CLAIM**

---

**The Parties**

- 1 The Plaintiff resides at 140 Pleasant Hill Rd, Humbolt County, Tennessee, United States.
- 2 The Defendant is the Plaintiff's ex-husband and resides at 1273 Heron Oaks Cove, Memphis, Tennessee 38120, United States.

**Summary of the Claim**

- 3 The Plaintiff seeks orders for the recognition and enforcement in the Cayman Islands of:
  - 3.1 a judgment of Final Decree of Absolute Divorce issued by Judge Donna M. Fields of the Circuit Court of Tennessee for the Thirtieth Judicial District at Memphis, Tennessee, United States (the "**Circuit Court**"), in the matter of *Trezevant v Trezevant III* (CT-003516-13; Div VII), dated 1 March 2017 (the "**Final Decree**");
  - 3.2 a judgment of the Court of Appeals of Tennessee at Jackson, United States in the matter of *Trezevant v Trezevant III*, dated 25 April 2018 affirming the Circuit Court's identification and classification of marital property in the Final Decree, and the findings of facts and sentencing relating to the Defendant's criminal contempt (the "**Appeal Judgment**");
  - 3.3 a judgment of Judge Mary L. Wagner of the Circuit Court in the matter of *Trezevant v Trezevant III* (CT-003516-13; Div VII), entitled the Findings of Fact and Conclusions of Law on Final Hearing, dated 5 January 2021 (the "**FFCL Judgment**");
  - 3.4 an order of Judge Mary L. Wagner of the Circuit Court in the matter of *Trezevant v Trezevant III* (CT-003516-13; Div VII) dated 1 September 2021 confirming the division of

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

the marital property shall remain as set forth in the FFCL Judgment and declining the Parties' motions to alter or amend the FFCL Judgment (the "**September Order**"); and

- 3.5 an order of Judge Mary L. Wagner of the Circuit Court in the matter of *Trezevant v Trezevant III* (CT-003516-13; Div VII) dated 19 November 2021 denying the Defendant's motion for a stay of the Final Decree pending the appeals against the FFCL Judgment and ordering that all marital property awarded to the Plaintiff shall be transferred to the Plaintiff during the pendency of the appeal (the "**November Order**").

### Background

- 4 The Plaintiff and the Defendant were married on 1 September 1990, and principally resided in Tennessee in the United States during their marriage.
- 5 During the course of their marriage, the parties amassed marital property of considerable value. Between the parties there were at least 49 commercial and residential properties, at least 26 bank accounts, numerous marital businesses and other vehicles and chattels.
- 6 The parties acquired marital property in the Cayman Islands during the course of their marriage including, inter alia, real estate, bank accounts, and at least one marital business (discussed below).
- 7 The Plaintiff filed a petition for divorce on 15 August 2013. The Defendant filed an answer, and also counterclaimed for divorce on 21 February 2014.
- 8 The parties have been engaged in contested divorce proceedings before the Courts of Tennessee United States since August 2013, principally in relation to the division of marital property and the payment of alimony by the Defendant to the Plaintiff (the "**Divorce Proceedings**"). Within the Divorce Proceedings the parties have filed various pleadings and motions, and the Circuit Court and the Court of Appeals have entered into judgments and orders (discussed below) having considered the sworn evidence from the parties and their witnesses, depositions, exhibits, and

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

statements of counsel for the parties.

- 9 The Defendant and companies he wholly owned and controlled were recorded as the legal owners of the vast majority of the marital property, and the Defendant had control of such marital property during the pendency of the Divorce Proceedings (with some very recent exceptions discussed below).
- 10 Upon the filing of a petition for divorce or legal separation, the parties became subject to an automatic statutory injunction under the laws of the State of Tennessee (Tennessee Code 36-4-106(d)), which exists until the final decree of divorce or until the court modifies or dissolves the injunction, and which restrained and enjoined the parties from transferring, assigning, borrowing against, concealing or in any way dissipating or disposing, without the consent of the other party or an order of the court, of any “marital property”.
- 11 Under the laws of the State of Tennessee (Tennessee Code 36-4-121), “marital property” means all real and personal property, both tangible and intangible, acquired by either or both spouses during the course of the marriage up to the date of the final divorce hearing and owned by either or both spouses as of the date of filing of a complaint for divorce, except in the case of fraudulent conveyance in anticipation of filing, and including any property to which a right was acquired up to the date of the final divorce hearing, and valued as of a date as near as reasonably possible to the final divorce hearing date.

### **Tennessee Judgments and Orders**

#### The Final Decree

- 12 The Divorce Proceedings were the subject of a substantive eight day trial before Judge Donna M. Fields in the Circuit Court on 12-16 September and 13-14 October 2016. Both parties presented evidence and were represented by attorneys at the trial before the Circuit Court.
- 13 The parties were declared divorced in the Final Decree dated 1 March 2017 and there is no

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

present dispute as to the status of the marriage.

- 14 In the Final Decree, Judge Fields ruled upon the identification, classification and division of marital property (also described by the Circuit Court as “marital assets”).
- 15 Using valuations provided by the Defendant, the Circuit Court valued the total marital estate at US\$44,339,611 and awarded US\$34,204,026 to the Defendant and US\$10,135,585 to the Plaintiff. The Defendant was also ordered to pay alimony to the Plaintiff of US\$7.5 million, payable within five years.
- 16 In relation to the division of marital property, the Final Decree ordered that in relation to the marital properties to be received by the Defendant, the Plaintiff *“shall be divested of any ownership interest that she had in and to same”* and *“shall execute any documents necessary to effectuate this property division”*. The Defendant was ordered to do precisely the same in relation to the marital properties to be received by the Plaintiff.
- 17 In relation to property located in the Cayman Islands, the Final Decree concluded that the following was marital property:
- 17.1 Cayman National Bank checking account ending #6748 in the name of the Defendant personally;
- 17.2 Cayman National Bank checking account ending #0621 in the name of Seven Mile Beach Hotel Development Company (“**Seven Mile**”);
- 17.3 Real property located at West Bay North West, Block 1C, Parcels 25, 250, 258, and 259 (“**North West Point**”);
- 17.4 Real property located at West Bay South, Block 5C, Parcel 176REM1 (“**West Bay**”); and
- 17.5 Real property located at Kisha Condos (Units 104, 105 & 205), George Town South, Block 6D, Parcels 2H4, 2H5 and 2H10 (“**Kisha Condos**”).

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

- 18 All of these Cayman Islands marital assets were awarded to the Plaintiff in the Final Decree, and the Defendant was accordingly ordered to divest any ownership interest in the same and execute any documents to effectuate the division of such property to the Plaintiff.
- 19 The Circuit Court also held that the Defendant had dissipated marital property by transferring US\$2,145,131 to Norman Klein, the Defendant's Cayman Islands attorney, shortly before the Divorce Proceedings were filed. The Circuit Court accounted for such dissipation by regarding 50% of that sum as the Plaintiff's separate property.
- 20 The Circuit Court held in relation to any un-provided for property that the Defendant was unable to confirm that he has disclosed all of the parties' assets. Because of the Circuit Court's finding that the Defendant continued to buy and sell real estate, in spite of the Court's injunctions not to do so, and the fact that real estate dealings of the Defendant were kept secret and discovered only through the Plaintiff's attorneys' due diligence, the Circuit Court ordered that, if it is determined at any point following the entry of the Final Decree that the Defendant failed to disclose any asset, then any such asset, or the value thereof, shall be divided such that the Plaintiff receive seventy-five percent (75%) and the Defendant receive twenty-five percent (25%) of same.
- 21 The Circuit Court also ordered the Defendant to serve 55 days in prison in respect of 19 counts of civil and criminal contempt in relation to purposeful failures to disclose various marital assets or sales of same, failures to produce required disclosure in relation to accounts with Cayman National Bank, attempts to deceive the court with respect to alleged tax liabilities, and deliberately misrepresenting his net worth to the court by filing false financial information.
- 22 The Circuit Court ordered the Defendant to pay one half of the Plaintiff's attorney fees and expenses incurred from the very outset of the Divorce Proceedings.
- 23 The Final Decree constituted a final judgment in the Divorce Proceedings.
- 24 The Final Decree was appealed in certain respects by the Defendant.

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

Appeal Judgment

- 25 The Defendant's appeal against the Final Decree was heard before the Court of Appeals of Tennessee on 21 February 2018, with the Appeal Judgment being issued on 25 April 2018. The Defendant did not appeal against the Circuit Court's identification or classification of any of the Cayman Property as being marital property, and the Final Decree was therefore not disturbed in that regard.
- 26 The Court of Appeals affirmed the Circuit Court's identification and classification of all marital property, as well as the Circuit Court's findings of fact and sentencing relating to each of the 19 counts of criminal contempt by the Defendant.
- 27 The Court of Appeals vacated the Circuit Court's valuation of the parties' marital property, which resulted in a consequential vacation of the Circuit Court's distribution of such marital property and the award of alimony. The Court of Appeals remanded these matters back to the Circuit Court for determination. The Court of Appeals also vacated the award of attorney fees due to the Plaintiff and also remanded that to the Circuit Court for determination.

FFCL Judgment

- 28 The Divorce Proceedings consequently came back before the Circuit Court for a three day hearing, conducted on 30 September, 1 October and 6 October 2020, to consider the valuation and distribution of the parties' marital property, and the award of alimony.
- 29 Both parties participated fully in this further hearing, and were represented by attorneys. Following the three day evidentiary hearing, both parties filed post-trial briefs with a marital balance sheet.
- 30 Having considered the evidence presented, the arguments of counsel and the entire record in the matter, the Circuit Court issued the FFCL Judgment on 5 January 2021.

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

31 The Circuit Court held in its FFCL Judgment:

*“Throughout the pendency of the divorce, appeal and remand, Husband has exercised complete dominion and control over the marital businesses and almost all of the marital estate. Based upon the proof presented, corporate separateness appears to be a complete farce. This adds to and unnecessarily complicates the identification, valuation, and division of this estate.”*

32 In relation to the properties located in the Cayman Islands, the Circuit Court held in its FFCL Judgments:

*“vii Cayman Islands Properties*

*The parties own various properties in the Cayman Islands. It appears that they are owned for vacation, investment, and business purposes. The parties' received income from the rental of at least some of these properties. The income from these properties flows into bank accounts in the Cayman Islands. Some of the property is raw land. There are two disputes with regard to the Cayman properties: (1) debt on the properties and (2) alleged undisclosed properties*

*First the Court will address the dispute regarding the debt. In the stipulation entered into by the parties prior to the Special Master hearing, the parties listed three properties in the Cayman Islands. They are:*

*1. North West Point Property- Stipulated value \$2,000,000.00*

*2 West Bay Road Property- Stipulated value \$2,000,000.00*

*3. Kisha Condos, Units 104, 105 & 205- Stipulated Value \$1,900,000.00*

*The stipulation also stated that there are no debts on these properties. Husband asserted throughout these proceedings that there was no debt on these properties. As he states in*

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

*his Post Trial Brief, he is unaware of any debts against these properties. He views this position as different from an assertion that there are no debts. At the conclusion of the final hearing, Wife produced an Affidavit from Dawn Major detailing property searches in the Cayman Islands. This affidavit reflects that there are liens against the Northwest Point property in the amount of \$950,000 and the Kisha Condos in the amount of \$6,300,000. Husband contends in his Post Trial Brief that these debts should be included in the calculation of the marital estate. Based on the proof presented as to the existence of these liens and Husband's contention, the Court will include these debts in the calculation of the marital estate.*

...

*The proof shows that the parties own the following*

- 1. West Bay (Parcel 5C176REM1) as depicted in Plaintiffs Exhibit 17 (PLTF 001019)*
- 2 Northwest Property (Parcels 1C250, 1C259, 1C258, 1C26) as depicted in Plaintiffs Exhibit 17 (PLTF 001020)*
- 3. Parcels adjacent to Northwest (Parcels 1C267, 1C268, 1C269) as depicted in Plaintiffs Exhibit 17 (PLTF 001021)*
- 4. Kisha Condos Units 104, 105, & 205 (Parcels 6D2H4, 6D2H5, 6D2H10)*

*The property adjacent to the Northwest Parcels are separated by one parcel with an unknown owner. These properties were purchased in February 2013, nine months before the divorce was filed. The Court finds that Husband owns these properties. They were acquired during the divorce [sic] and Husband has not rebutted the presumption that they are marital. It is clear that they were not divided in the Final Decree of Divorce nor were the parcels identified in discovery or hearings since entry of the Final Decree. That was until the final hearing and the Affidavit of Dawn Erica Major (Plaintiff's Exhibit 95). The*

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

*Court believes based on Husband's antics throughout this litigation that he hoped no one would catch on to this oversight. The properties, however, were disclosed during the Divorce Referee hearing on April 11, 2014 (Defendant's exhibit 49). As Husband testified before the Divorce Referee, the value of these properties is included in the value for the Northwest Property. Further, neither party has presented proof of the value of these properties beyond that testimony. Therefore, the Court will not assign any additional value other than what is included in the Northwest Property value.*

*Additionally, there was some insinuation at trial that Husband held an interest in a company called Katynan Company Ltd. Husband denies any knowledge about or ownership in this company. Katynan holds properties in the Cayman Islands adjacent to the marital property. The Court finds insufficient proof to hold that either party holds any interest in these properties or Katynan Company Ltd.”*

33 The Circuit Court also held that the four parcels comprising North West Point are owned by a marital business, namely Seven Mile.

34 Having considered all of the findings in relation to the identification, classification and value of the marital estate, and the 12 factors relevant to the equitable distribution of the marital estate under the laws of Tennessee, United States, the Circuit Court ordered that the Plaintiff was to receive certain real properties in the United States, an award of alimony in the sum of US\$5 million, and “All of the Cayman Properties”, namely:

34.1 West Bay (Parcel 5C176REM1);

34.2 North West Point (Parcels 1C250, 1C259, 1C258, 1C26);

34.3 Three parcels adjacent to North West Point (Parcels 1C267, 1C268, 1C269); and

34.4 Kisha Condos, Units 104, 105, & 205 (Parcels 6D2H4, 6D2H5, 6D2H10)

(jointly, the “**Cayman Marital Properties**”).

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

35 The Circuit Court explained its decision in the FFCL Judgment in the following terms:

*“As described in depth above, the Court makes this division based on various factors. These include, but are not limited to, the need to segregate out parcels that are not interwoven with other business interests, to provide Wife with some income producing parcels, to leave Husband with the majority of the Income producing parcels, and to provide Wife with parcels without debt as she will not have the ability to pay those debts without depleting assets. It also allows Wife to earn income and manage these properties away from Husband's field of influence in Shelby County.”*

36 The Circuit Court ordered, adjudged and declared in the FFCL Judgment as follows:

*“1. The parties shall receive the propert1es as listed in Exhibit A.*

*2. With regard to the real property received by each party, they shall also receive any and all debts, business interests, and bank accounts that go with that property. The party receiving the property shall be responsible for the preparation of any and all deeds or other processes necessary to effectuate the transfer of said property, business and/or bank account. The other party shall reasonably and timely execute any such deeds or process necessary. The party not receiving the property at issue shall provide all records and documentation of said property, business or account to the recipient as may be necessary to transfer the property, business or account, to satisfy any lien or encumbrance of the property, business or account; or to ensure the continued operation of the property or business associated therewith.*

...

*4. With regard to the Cayman Island properties, the parties shall follow the process set forth in the Affidavit of Dawn Erica Major. Wife shall be responsible for the preparation of any deeds or other documents necessary. Husband shall fully, timely, and reasonably assist as may be required. Wife shall be responsible for any and all debts associated with*

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

*the Cayman Island properties. Husband shall provide to Wife any and all records and documents associated with said properties, debts, or encumbrances. Husband shall timely and reasonably assist Wife as may be necessary for Wife to satisfy and/or remove any encumbrances on these properties. Husband shall not be required to pay the debt on these properties.*

*5. With regard to bank accounts associated with the Cayman Island properties, Husband shall not close the accounts, but instead shall add Wife as an owner to said account within fifteen (15) days of this Order. Husband shall not make any further withdrawals from the bank accounts associated with these properties. Thereafter, Wife, as an owner, shall have the authority to remove Husband from said bank accounts. Husband shall ensure that Seven Mile Beach Account ending #10621 has a balance of at least \$183,350.12. If it does not, Husband shall provide an accounting, including supporting documentation, of all transactions within this account since August 31, 2020. Said accounting shall be provided within thirty (30) days of this Order. Any withdrawals for expenses other than reasonable and necessary business expenses shall be reimbursed to Wife by Husband Within forty-five (45) days of this Order.*

...

*7. If there are mortgages or encumbrances attached to a piece of property that is awarded to Wife that have not been disclosed, Husband shall be fully responsible for the mortgage or encumbrance and shall pay said debt within thirty (30) days. Husband shall be fully responsible for all costs and expenses associated with satisfying or removing any such encumbrances.*

*8. If any party is aware of any property, including real property, businesses and bank accounts, not identified on Exhibit A, he or she shall disclose this to the Court and the other party within the next thirty (30) days. Any omitted property that is not disclosed shall be considered undisclosed property. Any undisclosed marital property shall be divided 75%-*

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

*25%, with the non-disclosing party receiving 25% and the other party receiving 75%.”*

37 Both parties have filed notices appealing the FFCL Judgment, however the particular grounds of such appeal have not yet been filed.

#### **Subsequent Orders of the Circuit Court**

38 Following the delivery of the FFCL Judgment, both parties filed motions to amend or alter the FFCL Judgment in different respects. The motions were heard before Judge Wagner on 17 August 2021, and the consequential orders were recorded in an order of the Circuit Court dated 1 September 2021, defined earlier as the September Order.

39 By the September Order, the Circuit Court denied the Defendant’s request to reconsider and/or rebalance the marital estate, confirming the division of the marital estate shall remain as set forth in the FFCL Judgment.

40 By a separate order also dated 1 September 2021 (the “**Status Conference Order**”), in relation to a status conference in the Circuit Court on 4 August 2021 at which the Defendant disclosed his purported sale of West Bay, North West Point and another property in Tennessee which were all ordered in the FFCL Judgment to be distributed to the Plaintiff, the Circuit Court ordered that “*all documents pertaining to the sale be produced*” to counsel for the Plaintiff.

41 On 1 October 2021, in response to the filing by the Plaintiff of a petition for civil and criminal contempt dated 30 September 2021, Judge Wagner granted two injunctions against the Defendant which immediately enjoined him from:

41.1 completing any pending transfers of property which were awarded to the Plaintiff; and

41.2 transferring, selling, encumbering or hypothecating any and all property awarded to the Plaintiff.

42 A further hearing in the Divorce Proceedings occurred before Judge Wagner on 5 November 2021

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

in relation to:

- 42.1 the Defendant's motion to Stay the Final Decree pending appeal; and
  - 42.2 the Plaintiff's request for a third mandatory injunction against the Defendant, requiring him to immediately execute transfer documents regarding the Cayman Islands properties awarded to her.
- 43 The Circuit Court issued the November Order on 19 November 2021, following the 5 November 2021 hearing. In the November Order, the Circuit Court ordered, adjudged and declared that:

*"1. Husband's Motion for Stay of Final Decree Pending Appeal shall be and hereby is denied. Given the full history and all of the factors of this case, there shall be no stay of this Honorable Court's final Orders during the pendency of the parties' appeal. All property awarded to Wife shall be transferred to Wife, so that Wife may maintain same during the pendency of the appeal.*

*2. This Honorable Court has also considered Wife's request for a Writ of injunction, as prayed for in her September 30, 2021 Petition. Husband is ordered to comply with the Findings of Fact and Conclusions of Law on Final Hearing entered January 5, 2021, including the orders regarding the Cayman Island properties awarded to Wife. This Order shall serve as explicit instructions to Husband that he is to follow all Orders of this Honorable Court. While Husband may be held in contempt if he fails to follow this Honorable Court's Orders, this Order may not serve as a basis to have Husband held in contempt of two (2) Orders for the same thing."*

- 44 The effect of the November Order is therefore that the FFCL Judgment is final and conclusive notwithstanding that the parties have filed appeals against that judgment.
- 45 The Circuit Court and the Court of Appeals of Tennessee are each courts of competent jurisdiction and had jurisdiction over the parties in relation to all matters arising in the Divorce Proceedings.

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

- 46 The Defendant received a fair trial before the Courts of Tennessee. The Defendant was actively involved throughout every stage of the Divorce Proceedings. The Defendant was represented by qualified and competent attorneys, and was entitled to appear at every hearing or trial which gave rise to the various judgments and orders detailed above.
- 47 The judgments and orders of the Tennessee Courts detailed above do not contravene public policy or conflict with natural justice.

#### **Breaches of Tennessee Judgments**

- 48 Despite the clear terms of the FFCL Judgment, the September Order, the Status Conference Order and the November Order (jointly, the “**2021 Orders**”), the Defendant has not only failed to comply with such judgment and orders, but has deliberately breached the same by taking various positive steps, causing harm to the Plaintiff.
- 49 The Defendant breached the 2021 Orders by:
- 49.1 Purporting to sell West Bay to R&W Cayman Properties, Ltd. (“**R&W**”) pursuant to a sale and purchase agreement dated 29 January 2021, several weeks after the FFCL Judgment was issued.
  - 49.2 Purporting to sell North West Point to R&W pursuant to a sale and purchase agreement dated 29 January 2021, several weeks after the FFCL Judgment was issued.
  - 49.3 Transferring all cash in Cayman National Bank account ending #10621 to other accounts in his personal name, and thus failing to retain at least US\$183,350.12 in that account. The Defendant subsequently provided US\$147,323.45 to counsel for the Plaintiff, representing a shortfall of US\$36,026.67.
  - 49.4 Failing to have the Plaintiff added as an account holder on Cayman National Bank accounts associated with (and which receive rental income from) the Cayman Marital Properties, namely:

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

- (a) account ending #10621;
  - (b) account ending #06748; and
  - (c) account ending #16299.
- 49.5 Closing the Cayman National Bank account ending #10621 on 3 February 2021.
- 49.6 Failing, until July 2022, to execute the necessary transfer of land documents in relation to the transfer of the Kisha Condos and Parcels 267, 268 and 269 to the Plaintiff.
- 49.7 Failing, until July 2022, to transfer to the Plaintiff the business interests associated with the Cayman Marital Properties, namely the Defendant's ownership of Seven Mile.
- 49.8 Failing to disclose his ownership of real property and two vehicles in the Cayman Islands not identified on Exhibit A to the FFCL Judgment within thirty (30) days of that judgment.
- In particular:
- (a) the Defendant wholly failed to disclose that he has been the beneficial owner of all of the shares in Katynan Company Ltd (a Cayman incorporated company) since at least 20 May 2014, which in turn holds legal title to the property at West Bay North West, Block 1C, Parcel 33;
  - (b) the Defendant did not disclose until 10 December 2021 (pursuant to the Injunction Order granted in this proceeding on 3 November 2021) that he owned two additional properties at West Bay North West, Block 1E, Parcels 19 and 47, in the name of West Bay North West Ltd, a company of which the Defendant is the sole director and shareholder; and
  - (c) the Defendant did not disclose until 10 December 2021 (pursuant to the Injunction Order granted in this proceeding on 3 November 2021) that he owned a 2014 Lexus GX 460 and a 2013 Ford F-150.

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

- 49.9 Failing to produce to counsel for the Plaintiff copies of “*all documents pertaining to the sales*” of West Bay and North West Point as ordered by the Status Conference Order. The Defendant has produced copies of the transaction documents entered into with R&W, however he has failed to provide any related disclosure, including any correspondence with R&W, any marketing material for the properties, or any valuations obtained etc.
- 50 In July 2022, under compulsion from the Tennessee Court and in response to a further petition for civil and criminal contempt filed by the Plaintiff, the Defendant executed transfer of land forms in relation to the Cayman Marital Properties, including West Bay and North West Point, and these forms are now in the Plaintiff’s possession. The Defendant also signed resolutions and share transfer forms to transfer all of his shares in Seven Mile to the Plaintiff, and to appoint her as director in place of the Defendant.

#### AND THE PLAINTIFF CLAIMS

- 51 By virtue of the forgoing, the Plaintiff claims the following by way of recognition and enforcement of the Tennessee judgment and orders:
- 51.1 A declaration that the Plaintiff acquired and has maintained a proprietary interest and equitable interest in the Cayman Marital Properties from at least the date of the Final Decree, on 1 March 2017, when such properties were held to be marital property by the Circuit Court of Tennessee.
- 51.2 In the alternative, a declaration that the Plaintiff acquired and has maintained a proprietary interest and equitable interest in the Cayman Marital Properties from at least the date of the FFCL Judgment, on 5 January 2021, when such marital properties were awarded to the Plaintiff.
- 51.3 An order for specific performance on the 2021 Orders, requiring the Defendant to:
- (a) transfer legal title in all Cayman Marital Properties to the Plaintiff; and

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

- (b) have the Plaintiff added to the Cayman National Bank accounts ending in #06748 and #16299, or alternatively an order requiring the Defendant to transfer all monies in those accounts to the Plaintiff.
- 51.4 Damages in the sum of US\$36,026.67, reflecting the shortfall in the Cayman National Bank account ending #10621 which the Defendant was ordered to transfer to the Plaintiff.
- 51.5 An order for the Defendant to account to the Plaintiff for:
- (a) all rental income received on any of the Cayman Islands Properties from 5 January 2021 to the date of payment (to the extent such rental income was not paid into the Cayman National Bank accounts); and
- (b) all sums transferred out of the Cayman National Bank accounts in breach of the Tennessee automatic statutory injunction, from the commencement of the Divorce Proceedings on 15 August 2013 to the date of payment.
- 51.6 Interest.
- 51.7 Costs, including all costs of and incidental to the Plaintiff's Ex Parte Summonses dated 29 October 2021 and 27 May 2022, including costs payable by the Plaintiff pursuant to paragraph 11 of the Amended Order dated 14 July 2022.
- 51.8 Further or other relief.



---

**Campbells LLP**

**Attorneys for Plaintiff**

**15 September 2022**

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Campbells LLP, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: MGM/HTS/20019-36274)

THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION

CAUSE NO. 314 OF 2021 (DDJ)

BETWEEN:

KISHA DEAN TREZEVANT

PLAINTIFF

-and-

STANLEY H. TREZEVANT III

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 of Summons is acknowledged accordingly

---

**Attorneys-at-Law for the Defendant**

Dated this      day of                      2022

**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.

CAMPBELLS LLP  
Attorneys-at-Law  
Floor 4, Willow House, Cricket Square  
PO Box 884  
Grand Cayman KY1-9010  
Cayman Islands  
T +1 345 949 2648  
Ref: MGM/HTS/20019-36274

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