



**D COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION**

**CAUSE NO:                    OF 2022 (     )**

**BETWEEN:**

**TONY BOBULINSKI**

**PLAINTIFF**

**AND**

**(1) HUGH DICKSON  
(2) DAVID BENNETT**

**DEFENDANTS**

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**WRIT OF SUMMONS**

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**TO:** Hugh Dickson of Grant Thornton Specialist Services Ltd, 10 Market Street #765, Camana Bay,  
PO Box 1044, Grand Cayman, Cayman Islands, KY1-9006

David Bennett of Grant Thornton British Virgin Islands, 171 Main Street, The Barracks, 2<sup>nd</sup>  
Floor, Road Town, Tortola, BVI

**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff c/o McGrath  
Tonner, 5<sup>th</sup> Floor, Genesis Building, George Town, Grand Cayman, Cayman Islands in respect of the  
claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy  
the claim or return to the Court Office, P.O. Box 495, 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 20<sup>th</sup> day of September 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 Acknowledgment of Service are given with the accompanying form.

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### GENERAL INDORSEMENT

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1. The First and Second Defendants were appointed joint provisional liquidators of China Branding Group Limited (the '**Company**') on 2 June 2016 and joint official liquidators of the Company on 18 August 2016.
2. The Plaintiff and the Company entered into a pledge agreement dated 15 April 2015 (the '**Pledge**'), whereby the Company agreed that certain assets as defined within the Pledge be secured as collateral for debts owed by the Company to the Plaintiff (the '**Collateral**').
3. The Defendants owed the Plaintiff a duty of care in negligence to ensure the protection of the Plaintiff's interests as a secured creditor and to give proper consideration to the Plaintiff's rights as a secured creditor and/or owed the Plaintiff an equitable duty in similar terms.
4. By certain transactions, including an Assignment and Assumption Agreement dated as being effective 20 September 2016, and an Asset Purchase Agreement dated 20 September 2016, the JOLs executed the transfer of Collateral from the Company (the '**Transfers**'). The Defendants did not obtain the consent of the Plaintiff to transfer the Collateral nor did they obtain the consent of the Grand Court to transfer the Collateral. By the Transfers and the conduct of the Defendants in respect of the same, both before the Transfers and afterwards, the Defendants have acted negligently and/or in breach of equitable duty.
5. By reason of the breaches of duties of the Defendants, the Plaintiff has suffered loss and is entitled to, and does claim, damages and/or compensation in equity, such damages including

any reduction in the extent of the Plaintiff's secured assets held by or for the Company and/or the costs incurred by the Plaintiff in legal proceedings resulting from the actions of the Defendants.

6. Further, to the extent that the Defendants have received or transferred value obtained as a result of the Transfers which was subject to the security rights of the Plaintiff, the Defendants hold the same on trust for the benefit of the Plaintiff and/or are liable to account to the Plaintiff in equity on the basis they held or hold such assets on trust for the benefit of the Plaintiff.
7. The claims herein are brought without prejudice to the Plaintiff's right to bring further claims against the Defendants and those associated with the Defendants including claims arising from intentional misconduct relating to the matters set out above

And the Plaintiff claims:

- (a) Damages.
- (b) Compensation in equity.
- (c) An account and/or an inquiry.
- (d) Orders for the payment and/or payment of monies to the Plaintiff as a required upon the taking of the account.
- (e) Interest pursuant to the Judicature Act 34 of the Judicature Act (2021 Revision), or in equity or as damages, as may be awarded to the Plaintiff at such rate and for such period as this Honourable Court thinks fit.
- (f) Such further orders or relief as this Honourable Court thinks fit; and
- (g) Costs

Issued this 20<sup>th</sup> day of September 2022

Filed this 20<sup>th</sup> day of September 2022



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**McGrath Tonner**

**Attorneys for the Plaintiff**



**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE****OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

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

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION

CAUSE NO: OF 2022 ( )

BETWEEN:

TONY BOBULINSKI

PLAINTIFF

AND

(1) HUGH DICKSON  
(2) DAVID BENNETT

DEFENDANTS

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WRIT OF SUMMONS

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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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes  no

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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

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Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

**Please complete overleaf**

**Notes on address for service**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

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

McGrath Tonner  
Attorneys at Law  
5<sup>th</sup> Floor Genesis Building  
Genesis Close  
PO Box 446  
George Town  
Grand Cayman  
Attn: Ben Tonner QC

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