



**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: _____ OF 2023

BETWEEN:

ETIENNE BLAKE ATTORNEYS-AT-LAW

PLAINTIFF

AND:

FERNANDO TOLEDO

DEFENDANT

WRIT OF SUMMONS

TO: Fernando Toledo
2501 Brickell Avenue, Apt 602
Miami, FL 33129
United States

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 (or, if leave is required to effect service out of the jurisdiction, such other period as is specified in the attached Acknowledgement of Service of Writ of Summons) 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 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the 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 16th day of January, 2023.

This Writ of Summons and Statement of Claim was issued by KSG, attorneys for the Plaintiff, whose address for service is 4th Floor Harbour Centre, 42 North Church Street, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands [MR/3030]

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.

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STATEMENT OF CLAIM

1. The Plaintiff, Etienne Blake Attorneys-at-Law (**Etienne Blake**), is a Cayman Islands general partnership that carries on business as a firm of attorneys in and from the Cayman Islands.
2. The Defendant, Fernando Toledo (**Toledo**), is an individual ordinarily resident in Florida, United States.
3. In or around February 2015, Toledo, with others, engaged Etienne Blake to provide Cayman Islands legal services to Toledo in connection with litigation before the Grand Court of the Cayman Islands in Cause No FSD 105 of 2014 (the **Engagement**). Toledo terminated the Engagement in or around July 2019.
4. From the period commencing in or around February 2015 to in or around July 2019, Toledo instructed Etienne Blake in respect of the Engagement and Etienne Blake provided legal services to Toledo under the terms of the Engagement.
5. In accordance with the Engagement, Etienne Blake periodically issued invoices to Toledo in the cumulative amount of US\$2,043,200.00 in respect of legal services provided by it under the Engagement. Etienne Blake issued its final invoice to Toledo on 26 September 2019. Toledo or others have paid a cumulative amount of

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US\$910,000.48 to Etienne Blake against the invoices during and after the Engagement, leaving an outstanding balance of US\$1,133,199.52 (the **Balance**).

6. It was an implied term of the Engagement that Toledo would pay Etienne Blake the full amount of any invoice rendered within a reasonable period of time. In the circumstances, a reasonable period of time would be 30 days from 26 September 2019, being the date of Etienne Blake's final invoice under the Engagement. Accordingly, the Balance was immediately due and payable from Toledo from at least 26 October 2019 and remains immediately due and payable.
7. Toledo has failed to discharge the Balance. In the circumstances, Toledo is liable to pay Etienne Blake the Balance.
8. Alternatively:
 - 8.1. Toledo's failure to pay the Balance constitutes a breach of the contract between Etienne Blake and Toledo for Etienne Blake to provide legal services to Toledo, for which Etienne Blake has sustained losses equal to the amount of the Balance. In the circumstances, Toledo is liable in damages to Etienne Blake in the amount of the Balance.
 - 8.2. Etienne Blake is entitled to be remunerated or compensated by Toledo in the amount of the Balance for its provision of legal services to Toledo on the basis of *quantum meruit*.
9. Etienne Blake is entitled to and claims interest on the Balance, or on any damages or restitution awarded to it, at the rate of 2.375% per annum as prescribed by the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules (2021 Revision) from 26 October 2019.

AND THE PLAINTIFF CLAIMS AS AGAINST THE DEFENDANT:

- (1) The sum of US\$1,133,199.52;
- (2) In the alternative, damages in the amount of US\$1,133,199.52;

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- (3) In the further alternative, the sum of US\$1,133,199.52 on the basis of *quantum meruit*;
- (4) Interest on the sum of US\$1,133,199.52 pursuant to section 34(1) of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules (2021 Revision) at the rate of 2.375% per annum from 26 October 2019 until the date of payment, being US\$86,939.46 as of the date of this Statement of Claim and accruing at a per diem rate of US\$73.74 from the date of this Statement of Claim;
- (5) Costs;
- (6) Such further or other relief as counsel may advise for the Court considers appropriate.

DATED this 16th day of January, 2023.



KSG
Attorneys for the Plaintiff

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**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 Acknowledgement 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 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 Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

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

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**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 or otherwise participate in 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

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.

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

KSG Attorneys at Law 4th Floor Harbour Centre 42 North Church Street PO Box 2255 Grand Cayman KY1-1107 Cayman Islands [Ref: MR/3030]
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Endorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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