



COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO. FSD of 2023 ()

IN THE MATTER OF THE FRAUDULENT DISPOSITIONS ACT (1996 REVISION)

BETWEEN:

- (1) KISHA DEAN TREZEVANT
- (2) SEVEN MILE BEACH HOTEL DEVELOPMENT COMPANY

Plaintiffs

-and-

- (1) STANLEY H. TREZEVANT III
- (2) R&W CAYMAN PROPERTIES, LTD
- (3) THE REGISTRAR OF LANDS

Defendants

WRIT OF SUMMONS

TO:

- (1) **Stanley H Trezevant III** of 1273 Heron Oaks Cove, Memphis, Tennessee 38120, United States, and of 7092 Poplar Avenue, Germantown, Tennessee, 38138, United States
- (2) **R&W Cayman Properties, Ltd** C/o Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman, KY1-1104, Cayman Islands
- (3) **The Registrar of Lands**, Lands and Survey Department, 133 Elgin Avenue, Government Administration Building, Box 120 Grand Cayman, KY1-9000

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out in the Statement of Claim.

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

For the First Defendant, within 28 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 GT, George Town, Grand Cayman, Cayman Islands the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

For the Second and Third Defendants, 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 GT, 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 of Service within the time stated, or if you return the Acknowledgment of Service without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 2nd day of March 2023



Campbells LLP

Attorneys for the Plaintiffs

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

STATEMENT OF CLAIM

A. INTRODUCTION

- 1 The First Plaintiff ("**Kisha**") is a US national and resides at 140 Pleasant Hill Rd, Humbolt, Gibson County, Tennessee.
- 2 Kisha is the sole shareholder and sole director of the Second Plaintiff ("**Seven Mile**").
- 3 Seven Mile is a company incorporated in the Cayman Islands on 20 July 1998. It is the registered legal owner of four parcels of land located at West Bay North West, Block 1C (being parcels 25, 250, 258, and 259) ("**North West Point**").
- 4 At all material times prior to 6 July 2022, Seven Mile was legally owned and controlled by the First Defendant ("**Stanley**").
- 5 Stanley is a US national and resides at 1273 Heron Oaks Cove, Memphis, Tennessee 38120, United States.
- 6 Stanley is also the registered legal owner of one parcel of land located at West Bay South, Block 5C (being parcel 176REM1) ("**West Bay**").
- 7 Stanley and Kisha were formerly husband and wife. They married on 1 September 1990 and were declared divorced on 1 March 2017.
- 8 As more fully particularised below:
 - (1) By a decree dated 5 January 2021, the Circuit Court for the Thirtieth Judicial District at Memphis, Shelby County (the "**TCC**") ordered an equitable division of Kisha and Stanley's 'marital property' (as defined in 36-4-106(b)(1)(A) of the Tennessee State Code (the "**Tenn. Code**")).

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- (2) Pursuant to the aforesaid decree, the TCC awarded all 'marital property' located in the Cayman Islands (the "**Cayman Assets**") to Kisha.
- (3) Stanley has repeatedly, and in different ways, breached the order of the TCC (and subsequent ancillary orders of the TCC).
- (4) The aforesaid breaches include the purported transfer of two of the Cayman Assets, namely North West Point and West Bay, to the Second Defendant ("**R&W**") on 29 January 2021.

9 R&W is a company incorporated in the Cayman Islands on 20 September 2020. Its registered directors are Keith, Meredith, Robert and William McCarthy. Keith and Meredith are husband and wife, and Robert and William are their adult children. Stanley has been close personal friends with Keith and his brother, Kevin McCarthy, since childhood.

10 The Third Defendant is responsible for the maintenance of the Cayman Islands Land Register and has been joined as a defendant in light of the dispute between the Claimants, on the one hand, and Stanley and R&W on the other, as to the ownership of registerable property located in the Cayman Islands.

11 Kisha seeks relief in these proceedings which recognises and gives effect to the Law of Tennessee and/or recognises and gives effect to judgments and orders of the Tennessee Courts in respect of the Cayman Assets, including orders declaring the transactions in relation to North West Point and West Bay null and void and of no legal effect.

B. THE DIVORCE PROCEEDINGS AND DIVISION OF MARITAL PROPERTY

B.1. The Law of the State of Tennessee

12 As a matter of the State of Tennessee law:

- (1) The Circuit Courts and Chancery Courts (together, the "Trial Courts") are Trial Courts of general jurisdiction (Tenn. Code §§ 16-10-101; 16-11-101).

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- (2) The Tennessee Courts of Appeals have jurisdiction to hear appeals in civil—or non-criminal—cases from the Trial Courts except workers' compensation cases and appeals pursuant to Tenn. Code §37-10-304(g) (Tenn. Code, §16-4-108).
- (3) The Courts of Appeals also have appellate jurisdiction over civil or criminal contempt arising out of a civil matter (Tenn. Code, §16-4-108).
- (4) The Tennessee Supreme Court is the state's court of last resort. Litigants may apply as of right to the Supreme Court for permission to appeal a decision made by the Courts of Appeals. (Tenn. Code Ann. § 16-3-201).
- (5) The Trial Courts have substantive and personal jurisdiction in divorce proceedings in relation to persons who are residents of the State at the time the grounds for divorce took place or if grounds took place outside of the State of Tennessee, if one of the spouses was a resident for six months prior to filing (Tenn. Code, §36-4-104(d)).
- (6) In divorce proceedings, the Trial Courts must, upon the request of either party, and prior to any determination as to whether it is appropriate to order the support and maintenance of one party by the other, *“equitably divide, distribute or assign the marital property between the parties without regard to marital fault in proportions as the court deems just”* (Tenn. Code, §36-4-121 (a)(1)).
- (7) ‘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” (Tenn. Code, §36-4-121(b)(1)(A)).

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- (8) 'Marital property' is to be distinguished from 'separate property' which includes "*real and personal property owned by a spouse before marriage, and income from and appreciation of that property*" and "*gifts to or inheritance of a party*" (Tenn. Code, §36-4-121(b)(2)(A) and (C)).
- (9) 'Marital property' includes income from, and any increase in value during the marriage of, separate property if each party "*substantially contributed*" to the preservation and appreciation of the asset (Tenn. Code, §36-4-121(b)(1)(B)(i)), (and "*substantial contribution*" means the direct or indirect contribution of a spouse as homemaker or parent (Tenn. Code, §36-4-121(b)(1)(D))).
- (10) Upon the filing of a petition for divorce, the parties to the petition become subject to an automatic statutory injunction, which exists until the final decree of divorce or until the court modifies or dissolves the injunction, and which "*restrains and enjoins 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*" (the "**Mandatory Injunction**") (Tenn. Code, §36-4-106(d)).
- (11) The process for disposition of 'marital property in a divorce has four stages as follows: (1) identification of the parties' property, (2) classification of the parties' property as 'marital property' or 'separate property', (3) valuation of the 'marital property', and (4) distribution of the 'marital property' between the spouses by division, distribution or assignment ("**stage 4**").
- (12) At stage 4, the trial judgement must distribute the 'marital property' in an equitable manner taking into account all relevant factors, including the factors listed in Tenn. Code, §36-4-121(c).
- (13) The factors listed in Tenn. Code, §36-4-121(c) include the contribution of each party to the 'dissipation' of the 'marital property' (Tenn. Code, §36-4-121(c)(5)).

- (14) In broad terms, ‘dissipation’ refers to the use of ‘marital property’ for a purpose unrelated to the marriage, often to “*hide, deplete, or divert*” marital property after a marriage is irretrievably broken (Larsen-Ball v. Ball, 301 S.W.3d 228, 235 (Tenn. Ct. App. 2010)).
- (15) The trial judges are empowered to effectuate their decrees of equitable division by divesting and reinvesting title to the ‘marital property’ and, where deemed necessary, to order a sale of such property and to order the proceeds be divided between the parties (Tenn. Code, §36-4-121(a)(3)).
- (16) Where ‘marital property’ has been awarded to one spouse absolutely, the beneficial interest in the property passes to that spouse immediately upon the issuance of the order of the Court effecting the equitable division of marital property.
- (17) The Trial Courts may only determine alimony entitlements after the ‘marital property’ has been distributed between the spouses (Tenn. Code, §36-4-121(a)(1)).

B.2 The Divorce Proceedings: stage 1

- 13 At all material times during the currency of their marriage, Kisha and Stanley were primarily resident and domiciled in the State of Tennessee.
- 14 On 15 August 2013, Kisha filed a petition for divorce in the TCC. Kisha’s petition included requests for an equitable division and distribution of ‘marital property’ under Tenn. Code §36-4-121 (a)(1) and a request for the payment of alimony.
- 15 Upon the filing of Kisha’s petition for divorce, the Mandatory Injunction took effect immediately.
- 16 On 21 February 2014, Stanley filed an answer to Kisha’s petition, and also counterclaimed for divorce.
- 17 The divorce trial was held on September 12, 13, 14, 15, 16, and October 13 and 14, 2016. The TCC issued an oral ruling from the bench on December 16, 2016. Thereafter, the Court conducted additional hearings to settle disputes over the final decree of divorce.

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- 18 The final decree was entered on 1 March 2017 (the “**Final Decree**”). In the Final Decree, the TCC:
- (1) Declared Kisha and Stanley divorced pursuant to Tenn. Code §36-4-129.
 - (2) Ruled upon the identification, classification and division of ‘marital property’.
 - (3) Declared that North West Point, West Bay and real property located at Kisha Condos (Units 104, 105 & 205), George Town South, Block 6D, Parcels 2H4, 2H5 and 2H10 (the “**Kisha Condos**”) were ‘marital property’.
 - (4) Held that Stanley had dissipated marital assets including by transferring US\$2,145,131.00 to his Cayman Islands attorney and friend, Norman Klein, during the currency of the divorce proceedings.
 - (5) Valued the total marital estate at US\$44,339,611 using valuations provided by Stanley.
 - (6) Awarded US\$34,204,026 to Stanley and US\$10,135,585 to Kisha, and divided the marital property between Kisha and Stanley in the above-mentioned proportions.
 - (7) Awarded Kisha, amongst other assets, North West Point, West Bay and the Kisha Condos.
 - (8) Ordered Stanley to divest any ownership interest he had in the marital property awarded to Kisha and to execute any necessary documents to effectuate the transfer of the ‘marital property’ to Kisha.
 - (9) Ordered that if it be determined at any point following the entry of the Final Decree that Stanley had failed to disclose any asset, then any such asset, or the value thereof, shall be divided such that Kisha received seventy-five percent (75%) and Stanley received twenty-five percent (25%) of same.
 - (10) Ordered Stanley to pay Kisha alimony of US\$7.5 million within five years.
 - (11) Convicted Stanley of 19 counts of criminal contempt of court for contemptuous conduct including:

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- (a) Failing to disclose property in the divorce proceedings;
 - (b) Wilful violation of court orders;
 - (c) Making intentional misrepresentations to the TCC;
 - (d) Deliberately misrepresenting his domestic net worth to the TCC on four separate occasions; and
 - (e) Violating the Mandatory Injunction by purchasing and selling real estate during the currency of the divorce proceedings.
- (12) Sentenced Stanley to 55 days in jail for his criminal contempt of court.
- (13) Declared that the Final Decree constituted a final judgment in the divorce proceedings.
- 19 Kisha and Stanley both appealed different aspects of the Final Decree to the Tennessee Court of Appeals, Western District at Jackson (the “**Court of Appeals**”). In a judgment dated 25 April 2018 (the “**CoA Judgment**”), the Court of Appeals:
- (1) Affirmed the TCC’s identification and classification of ‘marital property’ in the Final Decree;
 - (2) Affirmed the TCC’s finding that Stanley had dissipated ‘marital property’ including by transferring more than US\$2m during the course of the divorce proceedings to Mr Klein;
 - (3) Vacated the TCC’s valuation of the parties’ ‘marital property’ and consequently its distribution of such property and the award of alimony;
 - (4) Remanded the question of valuation, distribution and alimony to the TCC for re-determination;
 - (5) Affirmed the TCC’s conviction of Stanley for 19 counts of criminal contempt of court; and
 - (6) Affirmed the TCC’s sentencing of Stanley to 55 days for his criminal contempt of court.

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20 Kisha and Stanley's respective applications for permission to appeal to the Tennessee State Supreme Court were denied on 18 September 2021.

B.3 Divorce proceedings: stage 2

21 The final hearing before the TCC occurred over three days between 30 September and 6 October 2021. The TCC handed down judgment on 5 January 2021 following the submission of post hearing briefs (the "**Final Judgment**").

22 In the Final Judgment the TCC held as follows:

- (1) Income from the Cayman Properties flows into bank accounts held at the Cayman National Bank in the Cayman Islands (the "**CNB Accounts**").
- (2) *"Corporate separateness is a complete farce between the marital businesses"*.
- (3) Seven Mile is a marital business.
- (4) During the course of the divorce proceedings, Stanley had *"exercised almost exclusive control over the marital estate"*, and *"refused to pay normal expenses like taxes Expenses previously paid without issue"* thereby *"accumulating debt while continuing on in his extravagant lifestyle"*.
- (5) In dividing the marital property, the Court should take into account Stanley's *"repeated inability and simple refusal to abide by this Court's orders"* and *"his proven efforts"* to *"hide assets"*, not so as to punish Stanley, but due to the Court's concern that he *"will disregard this Court's orders related to the division of property in an effort to defeat [Kisha's] receipt of marital assets"*.
- (6) Stanley *"will say whatever he needs to in order to get what he wants at that moment. This is regardless of whether it is supported by the truth or even previous testimony"*.
- (7) Stanley had failed to disclose his ownership of property adjacent to North West Point (parcels 1C267, 1C268 and 1C269) (the "**Adjacent Land**").

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(8) The Adjacent Land was 'marital property'.

23 In the Final Judgment, the TCC further ruled as follows:

(1) Kisha should be awarded 57.74% of the value of the net marital estate.

(2) Kisha should be awarded all of the 'Cayman Properties' (being North West Point, West Bay, the Adjacent Land and the Kisha Condos) because these properties "*provide the highest possibility for [Kisha] to earn income with little effort and also allows [Kisha] to earn income and manage these properties away from [Stanley's] field of influence in Shelby County*".

(3) As to the transfer of the Cayman Properties to Kisha:

4. ... 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 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."

(4) As regards the CNB Accounts associated with the Cayman Properties:

"5. ... 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

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for expenses other than reasonable and necessary business expenses shall be reimbursed to Wife by Husband Within forty-five (45) days of this Order.”

(5) As regards undisclosed assets:

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

24 Following the delivery of the Final Judgment, both Kisha and Stanley filed motions to amend or alter the Final Judgment in different respects.

25 By an order dated 1 September 2021 (the “**September Order**”), the TCC denied Stanley’s motion to amend and confirmed that the division of ‘marital property’ should remain as set forth in the Final Judgment.

26 Stanley and Kisha both filed appeals in the Court of Appeals in relation to different aspects of the Final Judgment on 30 September 2021.

27 On 12 October 2021 Stanley filed a motion for a stay of the Final Judgment pending his appeal to the Court of Appeals.

28 By paragraph 1 of an order issued on 19 November 2021 (the “**November Order**”), the Circuit Court dismissed Stanley’s application for a stay and ordered and directed that *“All property awarded to Wife [in the Final Judgment] shall be transferred to Wife, so that Wife may maintain same during the pendency of the appeal”*.

29 In the premises, the Final Judgment is a final and conclusive judgment on the merits.

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C. TRANSFER OF MARITAL PROPERTY AND NON-COMPLIANCE**C.1 The Disputed Properties***The purported sale and non-disclosure*

30 On the morning of 4 August 2021, Stanley (by his attorneys) requested an urgent status conference in the TCC in relation to the Disputed Properties.

31 The urgent status conference was conducted by video on the afternoon of 4 August 2021.

32 Also on the afternoon of 4 August 2021, following the status conference, Stanley's attorneys hand-delivered a package of documents concerning the Disputed Properties to Kisha's attorneys.

33 As regards North West Point, the package contained the following documents:

- (1) A "Sale & Purchase Agreement" dated 29 January 2021 wherein Seven Mile purported to sell North West Point to R&W for a purchase price of US\$1.5 million of which US\$500,000 was to be paid by 29 March 2021 and the balance in instalments over time pursuant to the terms of a "Loan Agreement" between Stanley and R&W. The sale and purchase agreement was signed by Stanley and a witness for Stanley. However, it was not signed by R&W.
- (2) The aforementioned "Loan Agreement" under which Stanley agreed to loan US\$1 million to R&W to finance the balance of the purchase price. The agreement was signed by Stanley and a witness for Stanley. However, it was not signed by R&W.
- (3) A document entitled "Charge" providing Stanley with a charge over North West Point as security for the US\$1 million allegedly loaned by Stanley to R&W to finance the balance of the purchase price. The Charge was not executed by either party. Further, the "Instrument No" was left blank as was the section to be completed by the Cayman Islands Register of Lands.

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- (4) A "Transfer of Land" document executed by Stanley on 22 January 2021 in the presence of a Notary. The signature and witness sections for R&W were blank. Further, the "Instrument No" was left blank as was the section to be completed by the Cayman Islands Register of Lands.
- (5) A Completion Statement and a corresponding Confirmation of Transaction Notice regarding an alleged wire transfer of US\$377,846.11 from R&W to a bank account ending #1802 in the name of Stanley at Renasant Bank on 1 March 2021.

34 As regards West Bay, the package contained the following documents:

- (1) A "Transfer of Land" document executed by Stanley on 3 October 2021 in the presence of a Notary which records the sale of West Bay to R&W for US\$1,650,000 on 25 February 2021. However, it was not signed by R&W. Further, the "Instrument No" was left blank as was the section to be completed by the Cayman Islands Register of Lands.
- (2) A portion of a Sale & Purchase Agreement dated 29 January 2021 for the sale of West Bay to R&W. The document had no page numbers, contained only the first portion of paragraph 1 and was missing numerous pages, including pages containing provisions in relation to the sale price. The agreement was signed by Stanley and a witness for Stanley. However, it was not signed by R&W.
- (3) A Completion Statement and a corresponding Confirmation of Transaction Notice regarding an alleged wire transfer of US\$223,546.67 by R&W to a bank account ending #1802 in the name of Stanley at Renasant Bank on 11 March 2021.

35 At a further status conference on 17 August 2021, Stanley's counsel informed the Court that:

- (1) Stanley had sold the Disputed Properties to a third party and therefore could not transfer legal title in said properties to Kisha; and that

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(2) Stanley presently had no further documents to produce regarding the alleged sales and “*that getting documents [from the Cayman Islands] is not easy*” but would “*make every effort*” to obtain all of the documents pertaining to the alleged sales.

36 By a further order dated 1 September 2021 (the “**Status Conference Order**”), the Circuit Court ordered that “*all documents pertaining to the sale be produced*” to Kisha’s attorneys in the divorce proceedings.

37 Nevertheless, no further documents have since been produced by Stanley in the divorce proceedings. All further documents which have been produced have been produced in response to Kisha’s subsequent applications in the Cayman Islands against Stanley and third parties as set out in paragraphs 41 to 43 below.

The October Injunctions and the November Order

38 On 1 October 2021, in respect to the filing by Kisha of a further petition for civil and criminal contempt dated 30 September 2021, the TCC granted two injunctions against Stanley (the “**October Injunctions**”) which immediately enjoined him from:

- (1) completing any pending transfers of property which were awarded to Kisha in the divorce proceedings; and
- (2) transferring, selling, encumbering or hypothecating any and all property awarded to Kisha in the divorce proceedings.

39 Thereafter, Kisha made a request for a further mandatory injunction against Stanley, requiring him to immediately execute transfer documents regarding the Cayman Properties awarded to her in the divorce proceedings. This was heard on 5 November 2021 together with Stanley’s motion for a stay of the Final Judgment pending his appeal to the Court of Appeals, and the resulting order entered on 19 November 2021 (the “**November Order**”).

40 In paragraph 2 of the November Order, the Circuit Court ordered Stanley to comply with the Final Judgment including the orders in that judgment regarding the Cayman Properties and ruled that:

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“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.”

Cayman proceedings

41 As a consequence of Stanley's breaches of the Final Judgment, and disclosure failures, Kisha also applied to the Cayman Courts for an *ex parte* injunction and orders for disclosure. On 3 November 2021, Mr Justice Doyle ordered Stanley (the “**Cayman Injunction**”):

- (1) Not to sell, dispose of, remove from the Cayman Islands or otherwise deal with the Cayman Assets; and to
- (2) Inform Kisha's attorneys of all his assets in the Cayman Islands exceeding US\$5,000 in value whether in his own name or not and whether solely or jointly owned, giving the value, location and details of all such assets.

42 The disclosure provided by Stanley pursuant to the Cayman Injunction was limited in scope. Kisha therefore issued a second *ex parte* summons for Norwich Pharmacal Relief against R&W and others (the “**NPO Summons**”). By an order dated 12 July 2022 and amended on 14 July 2022, Mr Justice Doyle made a Norwich Pharmacal Order against R&W and others (the “**NPO**”).

43 The disclosure obtained in relation to the Disputed Properties pursuant to the Cayman Injunction and the NPO revealed that:

- (1) Draft sale and purchase agreements in relation to the sale of the Disputed Properties to R&W were prepared in August 2020 during the currency of the final stage of the divorce proceedings. However, Stanley did not execute either agreement until 29 January 2021 after the Final Judgment had been entered.

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

- (2) Stanley had caused Seven Mile to enter into a Loan Agreement and 'Charge' in respect of West Bay which were in similar terms to the Loan Agreement and Charge disclosed in respect of North West Point on 4 August 2021.
- (3) The Loan Agreements in respect of both North West Point and West Bay did not make provision for the payment of any interest by R&W to Seven Mile or Stanley.
- (4) Stanley and R&W had purported to enter into two "Option Agreements" dated 25 February 2021 which gave Stanley the right to buy the Disputed Properties back from R&W at any point within two years of 25 February 2021 for only a 10% uplift on the purchase price.
- (5) Subsequently, Stanley and R&W purported to terminate their respective obligations under the Option Agreements.

The Partial Consent Order

44 Pursuant to a Partial Consent Order of the TCC dated 6 July 2022:

- (1) Stanley executed transfer of land forms in relation to each of the Cayman Properties.
- (2) Stanley also signed resolutions and share transfer forms to transfer all of his shares in Seven Mile to Kisha, and to appoint her as director in his place.

45 The Partial Consent Order recorded the parties' acknowledgement that Stanley claimed to have sold West Bay and North West Point to R&W and that he accordingly had no authority to transfer title in those properties to Kisha.

46 By reason of the documents signed by Stanley pursuant to the Partial Consent Order set out in paragraph 44 above, Kisha is now the sole legal and beneficial owner of Seven Mile, the Kisha Condos and the Adjacent Land. As regards North West Point and West Bay, R&W maintains that the beneficial interest passed to it pursuant to the terms of the Sale & Purchase Agreements pleaded in paragraphs 33 and 34 above.

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47 Legal title to North West Point and West Bay has not changed, and the transfers of title to R&W has been stayed in response to the Cayman Islands Registrar of Lands being served with the Cayman Injunction.

C.2 The Cayman bank accounts

48 The CNB Accounts are:

- (1) A Cayman National Bank account in the name of Seven Mile ending #10621;
- (2) A Cayman National Bank account in the name of Stanley ending #06748; and
- (3) A Cayman National Bank account in the name of Stanley ending #16299

49 As above pleaded, as regards the CNB Accounts, the Circuit Court ordered in paragraph 5 of the Final Judgment that:

“5. ... 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.”

50 In breach of paragraph 5 of the Final Judgment:

- (1) Stanley transferred essentially all monies in the Cayman National Bank account ending #10621 to other accounts in his personal name, including account ending #16299, after 5 January 2021. This resulted in the balance on that account falling below the minimum sum stated in the Final Judgment (CI\$183,350.12). The balance of this account on 5 January 2021 was CI\$190,515.37 (equivalent to US\$228,618.44). Although Stanley

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

subsequently retransferred the sum of US\$147,323.45 to counsel for Kisha, he has failed to repay the shortfall of US\$45,268.32.

- (2) Stanley failed to add Kisha as an account holder on the CNB Accounts; and
- (3) Stanley closed the Cayman National Bank account ending #10621 on 3 February 2021.

C.3 Non-disclosed marital property

51 As above pleaded:

- (1) The TCC and the Court of Appeals held that Stanley had failed to disclose 'marital property' during the course of the divorce proceedings;
- (2) In paragraph 8 of the Final Judgment, the Circuit Judge ordered that:

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

52 In breach of paragraph 8 of the Final Judgment, Stanley failed to disclose the following assets located in the Cayman Islands within 30 days of the date of the Final Judgment:

- (1) His shareholding in West Bay North West Ltd (a Cayman incorporated company) ("**WB Company**") which holds legal title to two additional properties at West Bay North West, Block 1E (being parcels 19 and 47) (the "**WB Properties**");
- (2) His ownership of a 2014 Lexus GX 460 and a 2013 Ford F-150 both located in the Cayman Islands (the "**Vehicles**").

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

- (3) His beneficial interest in shares in Katynan Company Ltd (a Cayman incorporated company) ("**Katynan Company**") which he has held since it was incorporated on at least 20 May 2014.

53 Stanley only disclosed his ownership of shares in the WB Company and the Vehicles on 10 December 2021 pursuant to the Cayman Injunction.

54 As regards his beneficial shareholding in Katynan Company:

- (1) During the divorce proceedings Stanley denied that he had any ownership interest in Katynan Company.
- (2) Stanley did not disclose any ownership interest in the Katynan Company in the disclosure he provided pursuant to the Cayman Injunction.
- (3) However, pursuant to the NPO, on 2 August 2022, Katynan Company's director informed Kisha that:
 - (a) Stanley is "*the ultimate beneficial of all the shares in [Katynan] Company and has been since 20 May 2014, the date [Katynan] Company was incorporated*";
 - (b) Legal title to all of the shares is held by AGS Nominees 2 Limited as "trustee for" Stanley; and
 - (c) Katynan Company is the legal owner of a piece of Cayman Islands real estate at West Bay North West, Block 1C, Parcel 33 ("**Parcel 33**"), located adjacent to North West Point.
- (4) By a letter from his Tennessee attorneys dated 9 December 2022, Stanley contended he "*was not familiar with Katynan Company*" and "*had nothing to do with the formation of Katynan or the acquisition of Parcel 33*".
- (5) By a further email from his Tennessee attorneys dated 28 February 2023, Stanley disavowed any knowledge of Katynan and how he acquired a beneficial interest in it.

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

55 According to Land Registry records, Katynan Company purchased Parcel 33 on or before 31 July 2014 for US\$362,500.

56 In the premises, Kisha is entitled to:

- (1) 75% of the shares in WB Company alternatively 75% of the value of the WB Properties;
and
- (2) 75% of the shares in Katynan Company alternatively 75% of the value of Parcel 33.

D. CLAIM FOR RELIEF TO GIVE EFFECT TO THE TENNESSEE JUDGMENTS

57 As a matter of Tennessee Law, the TCC had personal and subject matter jurisdiction to determine the divorce proceedings and the Court of Appeals had personal and subject matter jurisdiction to determine all appeals from the TCC in the divorce proceedings. Paragraph 12 above is repeated.

58 Accordingly, the TCC and the Court of Appeals are both of competent jurisdiction.

59 As above pleaded, the Supreme Court refused permission to appeal against the CoA Judgment and the TCC refused Stanley's motion for a stay of the Final Judgment over the hearing of his appeal to the Court of Appeals.

60 In the premises, the Final Judgment is a final and conclusive judgment on the merits, as are the September Order, the October Injunction and the November Order.

61 Further, the judgments and orders of the TCC and the Court of Appeals pleaded in paragraphs 18, 19, 22, 23, 25 and 28 above do not contravene public policy or conflict with natural justice. In this regard, Kisha refers to and relies on the fact that judgments are not fiscal or penal in nature and that Stanley was represented by attorneys throughout the divorce proceedings, and was entitled to appear, and appeared by his attorneys, at every *inter partes* hearing in those proceedings.

62 In breach of the Final Judgment and/or the October Injunction and/or the November Order, Stanley has:

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

- (1) Purported to sell West Bay to R&W;
- (2) Purported to cause Seven Mile to sell North West Point to R&W;
- (3) Failed to disclose his interest in Katynan Company;
- (4) Failed to disclose his interest in WB Company;
- (5) Failed to transfer to Kisha her 75% entitlement in relation to the value of the Katynan Company and Parcel 33 and WB Company and the WB Properties in accordance with paragraph 8 of the Final Judgment;
- (6) Removed monies from the CNB Accounts, and closed one of those accounts in breach of paragraph 5 of the Final Judgment;
- (7) Failed to add Kisha as an account holder on the CNB Accounts; and has
- (8) Failed to account to Kisha for the rent received in relation to the Disputed Properties since 5 January 2021.

63 In the premises, Kisha respectfully asks this Honourable Court to grant the following relief to give effect to the orders of the Tennessee Courts and/or Tennessee Law:

- (1) A declaration that as a matter of Tennessee Law and/or Cayman Law, the beneficial interest in West Bay passed to Kisha on 5 January 2021.
- (2) A declaration that as a matter of Tennessee Law and/or Cayman Law, at all material times prior to 5 January 2021 Seven Mile held North West Point as nominee for Stanley.
- (3) A declaration that as a matter of Tennessee Law and/or Cayman Law, the beneficial interest in North West Point passed to Kisha on 5 January 2021.
- (4) A declaration that as a matter of Tennessee Law and/or Cayman Law, the beneficial interest in the shares in Seven Mile passed to Kisha on 5 January 2021.

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

- (5) A declaration that as a matter of Tennessee Law, the shares in Katynan Company and/or Parcel 33 are 'marital property'.
- (6) A declaration that as a matter of Tennessee Law, the shares in WB Company and/or the WB Properties are 'marital property'.
- (7) An order that Stanley transfer 75% of the shares in Katynan Company to Kisha or a sum equivalent to 75% of the true market value of Parcel 33.
- (8) An order that Stanley transfer 75% of the shares in WB Company to Kisha or a sum equivalent to 75% of the true market value of the WB Properties.
- (9) An order that Stanley take all steps necessary to substitute Kisha as the account holder in relation to the CNB accounts ending in #06748 and #16299, alternatively an order that Stanley transfer all monies in said accounts to Kisha.
- (10) An order that Stanley pay to Kisha and/or Seven Mile the sum of US\$36,026.60, together with such other sums transferred out of the account ending #10621 after the date of the Final Judgment, in repayment of the monies he paid out of CNB account ending #10621 in breach of the Final Judgment.
- (11) An order that Stanley do account for any and all further sums transferred out of the CNB Accounts in breach of the Mandatory Injunction from the commencement of the divorce proceedings on 15 August 2013 to the date of payment.
- (12) An order that Stanley do pay to Kisha and/or Seven Mile a sum equivalent to the total rents found to have been wrongfully paid out of the CNB Accounts together with interest on said sum.
- (13) An order that Stanley do account to Kisha and/or Seven Mile for all rental income paid in respect of any of the Cayman Properties since 5 January 2021.

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

- (14) An order that Stanley do pay to Kisha and/or Seven Mile any rental income held to have been beneficially received by him on the taking of that account.

An order than Stanley do pay Kisha and/or Seven Mile consequential damages arising out of his breach of the Tennessee judgments and orders, including a sum equivalent to the Claimant's costs of and incidental to the updating of the Register of Directors and Register of Members of Seven Mile, including but not limited to the costs of all associated dealings with Appleby Global Services (Cayman) Limited as the registered office of Seven Mile.

- (15) All such further and other relief as the Court thinks fit.

E. CLAIMS AGAINST STANLEY AND R&W IN RELATION TO WEST BAY AND NORTH WEST POINT

E.1 The sale contracts are sham transactions

64 As above pleaded, R&W claims that the beneficial interest in the Disputed Properties passed to it pursuant to two Sale & Purchase Agreements dated 29 January 2021 (the "**Sale Contracts**"). It is averred that the Sale Contracts are null and void and of no legal effect.

65 In particular, it is to be inferred there was no genuine intention to pass the beneficial ownership of the Disputed Properties to R&W pursuant to SPAs or otherwise. In support of this inference, Kisha relies on the following facts and matters:

- (1) The Sale Contracts were executed by Stanley after the Final Judgment was entered and at a time when he knew (or ought reasonably to have known) that the Disputed Properties were 'marital property' and had been awarded to Kisha as part of the divorce settlement in the divorce proceedings.
- (2) Stanley has been a close personal friend of Keith McCarthy and his brother Kevin since childhood.
- (3) Stanley and R&W failed to produce any communications between Stanley and R&W or the McCarthy family in relation to the sale of the Disputed Properties.

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

- (4) The terms of the purported sales as recorded in the Sale Contracts, the Loan Agreements and the Option Agreements were uncommercial and were not the terms that would have been agreed in an arms-length sale to a third party.
- (a) First, and as Stanley and R&W knew or ought reasonably to have known, the purported purchase price payable under the sale contracts was substantially less than the market value of the Disputed Properties. Pending expert evidence, the Claimants rely on the following facts and matters:
- (i) The Sale Contracts record a total purchase price for both properties of only US\$3,150,000 (US\$1,500,000 for North West Point and US\$1,650,000 for West Bay).
 - (ii) Valuations obtained by Stanley in 2011 for North West Point and 2012 for West Bay (which Stanley described in a February 2012 email as “*extremely low*”) placed a combined value of approximately US\$17 million on the Disputed Properties. Thus, the purported purchase price payable under the Sale Contracts was only 18.5% of historic 2011/2012 values.
 - (iii) For the purposes of assessing the stamp duty payable in relation to the sale of West Bay, the Land Registry valued West Bay at CI\$10,000,000 (being US\$12,000,000) as at 3 October 2022.
 - (iv) A Charterland Valuation obtained by R&W after the Sale Contracts had been entered into for the purposes of challenging the stamp duty assessment from the Land Registry placed a value of CI\$6,015,000.00 on West Bay in or around November 2021.
 - (v) For the purposes of assessing stamp duty in relation to the sale of North West Point, the Land Registry valued North West Point at CI\$3,860,000 (being US\$4,632,000) as at 22 January 2021.

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

- (vi) On 5 August 2021 Charterland provided R&W with comparable sales data in relation to North West Point showing an average price per square foot of CI\$24.63, reflecting a total value of CI\$10,310,413.6 (being US\$12,372,496.3) for North West Point (and consequently advised R&W not to seek to negotiate the Land Registry's valuation).
- (b) Second, the vast majority of the purchase price for the Disputed Properties was funded by Stanley and Seven Mile pursuant to the Loan Agreements.
- (c) Third, under clause 5.5 of the Loan Agreements:
 - (i) Seven Mile and Stanley were only permitted to enforce the Loan Agreements by exercising their power of sale; and
 - (ii) R&W was not liable for any shortfall arising on the exercise of the power of sale.
- (d) Fourth, the Option Agreements made provision for the return of the Disputed Properties to Stanley and Seven Mile for a value equivalent to the purported purchase price and a 10% uplift, with the re-purchase option being exercisable for up to two years.
- (e) Fourth, R&W has not paid the interest it was required to pay under the Loan Agreements on 25 February 2022.
- (f) Sixth, Stanley agreed to pay the stamp duty levied in respect of the purported sale of both of the Disputed Properties.
- (5) The Disputed Properties were not listed on the open market for sale, and no marketing material of any kind was produced.
- (6) Stanley has claimed that he sold the Disputed Properties because he required cash to pay a tax liability. However;

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

- (a) Despite Stanley being an experienced property broker, he made no attempt to maximise the value obtained for the Disputed Properties by listing them for sale on the open market or undertaking any advertising;
 - (b) the purchase price was substantially less than the market value of the properties and the terms of sale meant that:
 - (i) two thirds of the purchase price of each property was deferred for up to 24 months; and
 - (ii) the purchase price payable upon closing the sales was applied largely to meet the stamp duty, liability for which had been transferred to Stanley pursuant to the terms of the Sales Contracts;
 - (c) Stanley did not consult with Kisha or even attempt to seek the permission of the TCC (as he knew he was required to do) about needing to sell 'marital property' to meet purported tax liabilities; and
 - (d) Stanley could have sold any number of the properties allocated to him in the Final Judgment in order to meet the purported tax liabilities.
- (7) The Sale Contracts provide for R&W to receive rents generated by the Disputed Properties from 1 March 2021. However, bank statements obtained pursuant to the NPO record that Stanley continued to receive rents generated by the properties into the CNB Account ending #16299 until at least 26 October 2021.
- (8) Within a week of executing the Sales Contracts and purportedly effecting the sales to R&W, Stanley moved the TCC by motion dated 4 February 2022 to alter or amend its Final Judgment by transferring to him the Disputed Properties in exchange for a balancing alimony payment to Kisha.
- (9) Stanley has already been held by the Tennessee Courts to have dissipated 'marital property', to have tried to hide assets and to have orchestrated cover ups to conceal those

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

efforts, and to have misrepresented his assets and liabilities. Kisha relies upon and refers to the First Decree, the CoA Judgment and the Final Judgment.

- (10) Following the execution of the Deeds of Termination in relation to the Option Agreements, Stanley has had further dealings with R&W in relation to the Disputed Properties.
- (11) In particular, R&W's attorneys informed the Land Registry in an email dated 5 May 2022 that they would *"be in contact early next week in relation to various proposed and unregistered dealings (a licence and an agreement (not a sale and purchase agreement) that R&W/SMB Corp/ ST propose to enter into over the Properties"*. As to this:
 - (a) The Properties is a reference to the Disputed Properties.
 - (b) SMB Corp is a reference to Seven Mile.
 - (c) "ST" are Stanley's initials.
- (12) West Bay is an undeveloped 11.7 acre plot of land adjacent to seven mile beach zoned for hotel development. It has been Stanley's intention for over a decade to develop hotels on that property. Bank statements disclosed pursuant to the NPO record a payment by Stanley to a Cayman architect, BDCL Architects Cayman, on 21 April 2021 in the amount of US\$1,547.26. It is to be inferred that this was a fee relating to the development of West Bay.
- (13) The Deeds of Termination in relation to the Option Agreements were only entered into in the Spring of 2022 after the October Injunction, the Cayman Injunction and November Order had been made against Stanley.
- (14) Stanley instructed Mr Klein and Appleby to prepare the Sale Contracts and ancillary documents on his behalf. As recorded in the Final Decree and the CoA Judgment, Mr Klein had previously assisted Stanley to dissipate marital property during the currency of the divorce proceedings including by giving false evidence on oath. In particular, Mr Klein and Stanley gave evidence which the Court held to be false that Stanley had paid in excess of

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

US\$2 million to Mr Klein as part of an undocumented business transaction when in truth it had been paid across to Mr Klein as nominee to hold for Stanley pending resolution of the divorce proceedings. In particular, the Court of Appeals held as follows in the CoA Judgment, at [31-32]:

“...the record shows sufficient evidence for a prima facie case of dissipation by showing that Husband transferred more than \$2 million during the course of the divorce to an associate in the Cayman Islands without any evidence that Mr. Klein was entitled to that sum of money. The spouse alleging dissipation has the burden of persuasion and the initial burden of production to show that the other spouse engaged in “intentional, purposeful, and wasteful conduct.”... Once the party alleging dissipation has established a prima facie case of dissipation, the burden shifts to the other spouse to show the court that the expenditures were not dissipation. Husband argues that Mr. Klein’s deposition was sufficient affirmative evidence to show that he was an equal partner in the North Sound Property. We disagree. The trial court found that Husband wanted the court to believe that Mr. Klein gave Husband funds to purchase real estate that was owned exclusively by Husband. Mr. Klein admitted that the North Sound Property was owned entirely by Husband’s company, Sloane Properties, and that there were no documents that substantiated the claim that he owned any portion of Sloane Properties or the North Sound Properties. This is despite Mr. Klein’s expertise in the area of real estate. Mr. Klein said that he trusted Husband would hold fifty percent of the shares of the Sloane Properties for him by virtue of a “handshake deal.” Mr. Klein also testified he would not recommend to his clients that they purchase real estate without a contract and that they should enter into a binding agreement. The Cayman Islands has a rule of law similar to the American “statute of frauds,” which requires contracts for the sale or purchase of real property to be in writing. Moreover, Husband and Mr. Klein had differing stories about whose idea this business venture was. When Sloane Properties borrowed \$1,500,000.00 for a transaction related to the North Sound Properties, Mr. Klein was not a debtor on the promissory note. Wife also gave the trial court various examples of how Mr. Klein’s “contributions” to the venture were not what they seemed and that they did not actually

tie Mr. Klein to the deal. While Husband claims Mr. Klein was responsible for some of the venture's expenses, Husband was unable to identify what Mr. Klein's expenses were when asked about them at trial. Based on the foregoing, we conclude that the evidence does not preponderate against the trial court's determination that Husband dissipated the more than \$2 million dollars that he transferred to Norman Klein during the divorce proceedings."

66 In the premises, the Sale Contracts are sham contracts and are null and void and of no legal effect.

67 The Plaintiffs are accordingly entitled to and seek the following relief:

- (1) A declaration that the Sale Contracts are null and void and of no legal effect.
- (2) A declaration that the beneficial interest in the Disputed Properties has not passed to R&W pursuant to the Sale Contracts or otherwise.
- (3) A declaration that North West Point is beneficially owned by Kisha and/or held on trust by R&W and/or Seven Mile for Kisha alternatively a declaration that North West Point is beneficially owned by Seven Mile.
- (4) A declaration that West Bay is beneficially owned by Kisha and/or held on trust by R&W and/or Stanley for Kisha.
- (5) An order that Stanley and R&W take all necessary steps required to enable Kisha to be registered at the Cayman Lands Registry as the sole legal owner of the Disputed Properties and each of them.
- (6) An order that Stanley and R&W account to Kisha and/or Seven Mile for all rents received in respect of the Disputed Properties from 5 January 2021 until legal title in the Disputed Properties is transferred to Kisha and/or Seven Mile as the case may be.

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

- (7) An order that Stanley and R&W pay Kisha and/or Seven Mile the rent held to have been received by Stanley and R&W on the taking of that account together with interest on said amount at such rate and in such amounts as the Court thinks fit.
- (8) Such further or other relief as the Court thinks fit.

E.2 The Transactions are fraudulent dispositions

68 In the alternative to the Plaintiffs claims for relief pleaded in section E.1 above, if the beneficial interest in the Disputed Properties passed to R&W pursuant to the terms of the Sale Contracts and/or the ancillary documents (together, the “**Transactions**”), said Transactions were fraudulent dispositions within the meaning of the Fraudulent Dispositions Act (1996 Revision) (“**FDA**”) and ought to be set-aside.

69 At all material times, Kisha was a ‘creditor’ of Stanley and/or Seven Mile within the meaning of s.2 of the FDA:

- (1) The Circuit Court awarded the Disputed Properties to Kisha in the divorce proceedings on 5 January 2021.
- (2) The Transactions were purportedly entered into on 21 January 2022.
- (3) Stanley was accordingly under an obligation or liability to Kisha which existed prior to the date of the Transactions and had notice of said obligation or liability.

70 The Transactions and each of them were undervalue in that they were made for a consideration the value of which in money or money’s worth was significantly less than the value of the Disputed Properties. Paragraph 65(4)(1) above is repeated.

71 The Transactions and each of them were dispositions of property made with intent to defraud and in particular made with intent to defeat wilfully Stanley’s obligations under the Final Judgment. Paragraph 65 above is repeated.

72 Kisha has been or is capable of being prejudiced by the Transactions:

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

- (1) Kisha has been awarded the Disputed Properties pursuant to the Final Judgment and in recognition of her entitlement to a share of the parties' marital property.
- (2) As above pleaded, the TCC awarded the Disputed Properties (and the other Cayman Assets) to Kisha because these properties "*provide the highest possibility for [Kisha] to earn income with little effort and also allows [Kisha] to earn income and manage these properties away from [Stanley's] field of influence in Shelby County*".
- (3) Stanley has caused the beneficial interest in the Cayman Properties to be transferred to R&W and R&W has refused to permit the transfer of legal title to the Disputed Properties to Kisha.
- (4) Accordingly, Kisha is not able to obtain legal title to the Disputed Properties or earn income from said properties.
- (5) Further and in any event, the Plaintiffs have not been paid a sum equivalent to the true value of the Disputed Properties by Stanley or R&W.

73 In the premises, the Transactions are dispositions of property made with an intent to defraud and at an undervalue and voidable.

74 Kisha is accordingly entitled to and seeks a declaration that the Transactions are fraudulent dispositions within the meaning of the FDA and void.

75 Kisha is further entitled to and seeks the following relief:

- (1) An order setting aside the sale contracts.
- (2) A declaration that the Disputed Properties are beneficially owned by Kisha and/or held on trust by R&W and/or Stanley and/or Seven Mile for Kisha.
- (3) An order that Stanley and R&W take all necessary steps required to enable Kisha and/or Seven Mile to be registered at the Cayman Lands Registry as the sole legal owner of the Disputed Properties and each of them.

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

- (4) In the alternative to the relief sought above, an order requiring (i) Stanley or (ii) Stanley and R&W (on a joint and several basis) to pay Kisha and/or Seven Mile a sum equivalent to the true market value of the Disputed Properties together with interest on that sum from 5 January 2021 to the date of payment.
- (5) An order that Stanley and R&W account to Kisha and/or Seven Mile for all rents received in respect of the Disputed Properties from 5 January 2021 until legal title in the disputed properties is transferred to Kisha and/or Seven Mile as the case may be.
- (6) An order that Stanley and R&W pay Kisha and/or Seven Mile the rent held to have been received by Stanley and R&W on the taking of that account together with interest on said amount at such rate and in such amounts as the Court thinks fit.
- (7) Such further or other relief as the Court thinks fit.

E.3 Proprietary and personal relief in relation to the Disputed Properties

- 76 Further or alternatively to the relief claimed above, the Plaintiffs seek personal relief against Stanley for breach of trust and/or breach of duty and proprietary and personal relief against R&W for knowing receipt of trust property.
- 77 As above pleaded, Stanley was the sole director of Seven Mile until 6 July 2022. As a director of Seven Mile, Stanley owed Seven Mile fiduciary duties (at common law and/or in equity), including duties:
- (1) to act in good faith and in the best interests of the company;
 - (2) to exercise his powers only for proper purposes and not for any collateral purpose;

- (3) not to misappropriate, misapply, divert or misuse the company's funds, assets or opportunities;
- (4) to exercise independent judgement;
- (5) to avoid situations in which he had, or could have, a direct or indirect interest that conflicted, or might conflict, with the interests of the company; and
- (6) to exercise all reasonable skill and care.

78 From 5 January 2021 at the latest, Stanley held West Bay on trust for Kisha and Seven Mile (at a time when it was under the control of Stanley) held North West Point on trust for Kisha. Paragraphs 12(16) and 18(7) above are repeated.

79 At all material times from 5 January 2021 at the latest, Stanley knew (or reasonably ought to have known) that the Disputed Properties were held on trust for Kisha.

80 In breach of trust, Stanley purported to sell West Bay to R&W on 29 January 2021 pursuant to the uncommercial terms of the West Bay Sale Contract without Kisha's knowledge or consent.

81 Further, in breach of trust and/or in breach of the fiduciary duties he owed to Seven Mile, Stanley caused Seven Mile to enter into the North West Point Sale Contract with R&W on uncommercial terms on 29 January 2021 without Kisha's knowledge or consent.

82 If, which is denied, the beneficial interest in the Disputed Properties passed to R&W pursuant to the Sale Contracts, R&W received trust property which belongs to Kisha.

83 R&W was not a bona fide purchaser for value. Further or alternatively, it would be unconscionable for R&W to retain a beneficial interest in the Disputed Properties.

- (1) As above pleaded, Mr Keith McCarthy is a director of R&W. Accordingly, his knowledge is to be attributed to R&W.
- (2) The Transactions were not on arm's-length terms. In particular, the purchase price payable under the Sale Contracts was significantly below the market value of the Disputed Properties and included various other terms inconsistent with an arm's-length

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

transaction. Paragraph 65 above is repeated. Mr McCarthy knew (or ought reasonably to have known) that this was the case.

- (3) It is not known how much, if any monies, R&W has in fact paid to Stanley from its own resources (as opposed to Stanley's resources) pursuant to the Sale Contracts.
- (4) It is to be inferred that Mr Keith McCarthy knew that Kisha and Stanley had divorced, and that proceedings in relation to their financial settlement were ongoing. As above pleaded, he has been a close personal friend of Stanley since childhood.
- (5) Accordingly, in all the circumstances it is also to be inferred that Mr McCarthy knew (or ought reasonably to have known) that Kisha was the beneficial owner of the Disputed Properties and/or had a proprietary claim and/or a claim to those properties and/or that the purpose of the Transactions was to prevent or frustrate (or to aid Stanley in the prevention or frustration of) Kisha taking legal title to the Disputed Properties or otherwise to defeat Kisha's claim to the Disputed Property

84 In the premises, the Plaintiffs seek and are entitled to the following relief:

- (1) An order that the Transactions be set aside.
- (2) Further or alternatively, a declaration that Kisha and/or Seven Mile are the beneficial owners of the Disputed Properties.
- (3) Further or alternatively, an order revesting the beneficial ownership of the Disputed Properties in Kisha and/or Seven Mile.
- (4) An order that R&W take all necessary steps required to enable Kisha and/or Seven Mile to be registered at the Cayman Lands Registry as the sole legal owner of the Disputed Properties.
- (5) In the alternative to the restoration of the trust property, Kisha seeks an order that (i) Stanley pay or (ii) Stanley and R&W (on a joint and several basis) pay Kisha and/or Seven

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Mile the true market value of the Disputed Properties together with interest on said amount at such rate and in such amounts as the Court thinks fit.

- (6) An order that Stanley and R&W account to Kisha and/or Seven Mile for all rents received in respect of the Disputed Properties from 5 January 2021 until legal title in the disputed properties is transferred to Kisha.
- (7) An order that (i) Stanley or (ii) Stanley and R&W (on a joint and several basis) pay Kisha and/or Seven Mile the rent held to have been received on the taking of that account together with interest on said amount at such rate and in such amounts as the Court thinks fit.
- (8) Such further or other relief as the Court thinks fit.

E.4. Kisha acquired her interest in West Bay first in time

85 Further or alternatively to the relief claimed above, if which is denied, any interest in West Bay passed to the R&W pursuant to the Sale Contracts, R&W nevertheless take subject to Kisha's prior 100% beneficial interest in West Bay. In particular, Kisha acquired a 100% beneficial interest in West Bay on 5 January 2021 (at the latest). However, the West Bay Sale Contract was not entered into until 29 January 2021.

86 In the premises, Kisha's interest in West Bay takes priority over any interest which was purportedly transferred to R&W under the West Bay Sale Contract and Kisha is accordingly entitled to and seeks the following relief:

- (1) A declaration that Kisha is the beneficial owner of West Bay;
- (2) An order that R&W take all necessary steps required to enable Kisha to be registered at the Cayman Lands Registry as the sole legal owner of West Bay; and
- (3) Such further or other relief as the Court thinks fit.

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AND THE PLAINTIFF CLAIMS

- 1 In relation to the claim in section D, declarations that:
 - 1.1 as a matter of Tennessee Law and/or Cayman Law, the beneficial interest in West Bay passed to Kisha on 5 January 2021; and/or
 - 1.2 as a matter of Tennessee Law and/or Cayman Law, at all material times prior to 5 January 2021 Seven Mile held North West Point as nominee for Stanley; and/or
 - 1.3 as a matter of Tennessee Law and/or Cayman Law, the beneficial interest in North West Point passed to Kisha on 5 January 2021; and/or
 - 1.4 as a matter of Tennessee Law and/or Cayman Law, the beneficial interest in the shares in Seven Mile passed to Kisha on 5 January 2021; and/or
 - 1.5 as a matter of Tennessee Law, the shares in Katynan Company and/or Parcel 33 are 'marital property'; and/or
 - 1.6 as a matter of Tennessee Law, the shares in WB Company and/or the WB Properties are 'marital property'.
- 2 Further or alternatively in relation to the claim in section D, orders that:
 - 2.1 Stanley transfer 75% of the shares in Katynan Company to Kisha or a sum equivalent to 75% of the true market value of Parcel 33; and/or
 - 2.2 Stanley transfer 75% of the shares in WB Company to Kisha or a sum equivalent to 75% of the true market value of the WB Properties; and/or
 - 2.3 Stanley take all steps necessary to substitute Kisha as the account holder in relation to the CNB accounts ending in #06748 and #16299, alternatively an order that Stanley transfer all monies in said accounts to Kisha; and/or

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- 2.4 Stanley pay to Kisha and/or Seven Mile the sum of US\$45,268.32, together with such other sums transferred out of the account ending #10621 after the date of the Final Judgment, in repayment of the monies he paid out of CNB account ending #10621 in breach of the Final Judgment; and/or
 - 2.5 Stanley do account for any and all further sums transferred out of the CNB Accounts in breach of the Mandatory Injunction from the commencement of the divorce proceedings on 15 August 2013 to the date of payment; and/or
 - 2.6 Stanley do pay to Kisha and/or Seven Mile a sum equivalent to the total rents found to have been wrongfully paid out of the CNB Accounts together with interest on said sum; and/or
 - 2.7 Stanley do account to Kisha and/or Seven Mile for all rental income paid in respect of any of the Cayman Properties since 5 January 2021; and/or
 - 2.8 Stanley do pay to Kisha and/or Seven Mile any rental income held to have been beneficially received by him on the taking of that account; and/or
 - 2.9 Stanley do pay Kisha and/or Seven Mile consequential damages arising out of his breach of the Tennessee judgments and orders, including a sum equivalent to the Claimant's costs of and incidental to the updating of the Register of Directors and Register of Members of Seven Mile, including but not limited to the costs of all associated dealings with Appleby Global Services (Cayman) Limited as the registered office of Seven Mile.
- 3 Further or alternatively, in relation to the claim in section E.1:
 - 3.1 A declaration that the Sale Contracts are null and void and of no legal effect; and/or
 - 3.2 A declaration that the beneficial interest in the Disputed Properties has not passed to R&W pursuant to the Sale Contracts or otherwise; and/or

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- 3.3 A declaration that North West Point is beneficially owned by Kisha and/or held on trust by R&W and/or Seven Mile for Kisha alternatively a declaration that North West Point is beneficially owned by Seven Mile.
 - 3.4 A declaration that West Bay is beneficially owned by Kisha and/or held on trust by R&W and/or Stanley for Kisha; and/or
 - 3.5 An order that Stanley and R&W take all necessary steps required to enable Kisha and/or Seven Mile to be registered at the Cayman Lands Registry as the sole legal owner of the Disputed Properties and each of them; and/or
 - 3.6 An order that Stanley and R&W account to Kisha and/or Seven Mile for all rents received in respect of the Disputed Properties from 5 January 2021 until legal title in the Disputed Properties is transferred to Kisha and/or Seven Mile as the case may be; and/or
 - 3.7 An order that Stanley and R&W pay Kisha and/or Seven Mile the rent held to have been received by Stanley and R&W on the taking of that account together with interest on said amount at such rate and in such amounts as the Court thinks fit.
- 4 Further or alternatively in relation to the claim in section E.2:
- 4.1 an order that the Transactions be set aside; and/or
 - 4.2 a declaration that Kisha and/or Seven Mile are the beneficial owners of the Disputed Properties; and/or
 - 4.3 an order that R&W take all necessary steps required to enable Kisha and/or Seven Mile to be registered at the Cayman Lands Registry as the sole legal owner of the Disputed Properties; and/or
 - 4.4 an order revesting the beneficial ownership of the Disputed Properties in Kisha and/or Seven Mile alternatively an order that (i) Stanley pay or (ii) Stanley and R&W (on a joint and several basis) pay Kisha and/or Seven Mile the true market value of the Disputed

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Properties together with interest on said amount at such rate and in such amounts as the Court thinks fit; and/or

- 4.5 An order that Stanley and R&W account to Kisha and/or Seven Mile for all rents received in respect of the Disputed Properties from 5 January 2021 until legal title in the disputed properties is transferred to Kisha; and/or
- 4.6 An order that (i) Stanley or (ii) Stanley and R&W (on a joint and several basis) pay Kisha and/or Seven Mile the rent held to have been received on the taking of that account together with interest on said amount at such rate and in such amounts as the Court thinks fit.
- 5 Further or alternatively, in relation to the claim in section E.3:
- 5.1 A declaration that Kisha is the beneficial owner of West Bay; and/or
- 5.2 An order that R&W take all necessary steps required to enable Kisha to be registered at the Cayman Lands Registry as the sole legal owner of West Bay.
- 6 Costs.
- 7 Such further or other relief as the Court thinks fit.



Campbells LLP

Attorneys for Plaintiffs

2 March 2023

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