

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 222 2018

BETWEEN:

DAVID MUÑOZ



Plaintiff

-and-

DELTEC INTERNATIONAL GROUP

First Defendant

-and-

INTERNATIONAL FINANCIAL SERVICES GROUP

Second Defendant

-and-

HOLD AND OPT INVESTMENTS LIMITED

Third Defendant

-and-

MERCURIO LIMITED

Fourth Defendant



WRIT OF SUMMONS



TO: Deltec International Group
c/o Maples Corporate Services Limited
PO Box 309
Ugland House
South Church Street
George Town
Grand Cayman KY1 1104
Cayman Islands

International Financial Services Group
c/o Maples Corporate Services Limited
PO Box 309

**Ugland House
South Church Street
George Town
Grand Cayman KY1 1104
Cayman Islands**

**Hold and Opt Investments Limited
c/o Deltec Bank and Trust Limited
Deltec House
PO Box N3229
Lyford Cay,
Nassau
Bahamas**

**Mercurio Limited
c/o Deltec Bank and Trust Limited
Deltec House
PO Box N3229
Lyford Cay,
Nassau
Bahamas**

THIS WRIT OF SUMMONS has been issued against you by the above-named plaintiff in respect of the claim set out on the next page.

Within (14 Days) after the service of this writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box, 495GT, George Town, Grand, Cayman, the accompanying Acknowledgement of Service stating 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 16th day of November 2018.

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 is filed by Campbells, Attorneys at Law for the Plaintiff herein, whose address for service is Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands

GENERAL INDORSEMENT

The Plaintiff's claim is for:

1. From 4 September 2012 to 31 July 2018 the Plaintiff was employed by the First Defendant as the CEO of the Deltec International Group. On 31 July 2018 the Plaintiff's employment was terminated without notice or cause. The Plaintiff has made a formal written demand for all of the termination payments due to him pursuant to his written and oral contract of employment. Despite this demand the First Defendant has failed to pay the Plaintiff the amount due to him. The Plaintiff therefore claims damages for the termination payment owing to him, pursuant to his employment contract, to be assessed by the Court if not agreed. The Plaintiff also seeks declaratory relief from the Court to the effect that the First Defendant is not permitted to make reductions from his termination payment for "rental payments" and that the general release form sent to the Plaintiff by the First Defendant on 31 July 2018 is in breach of the employment contract and therefore is of no effect.
2. In July 2018 the Second Defendant offered the Plaintiff a contract of employment, as the CEO of the Second Defendant, based in Europe. In accordance with the oral agreement between the Plaintiff and Second Defendant, the Plaintiff moved his belongings from the Bahamas to London. In breach of the oral agreement between the parties the Second Defendant failed to honour the Plaintiff's offer of employment. The Plaintiff therefore claims the cost of moving his belongings to London and returning them to the Bahamas and damages for breach of contract to be assessed if not agreed.
3. On 15 May 2014 the Plaintiff entered into a loan agreement for USD\$1 million with the Third and Fourth Defendants in order to purchase shares in the First Defendant. The Third Defendant, through its principal Mr Chalopin and the Fourth Defendant through its agent Mr Chalopin, orally confirmed with the Plaintiff that the interest accruing under the loan agreement would only become payable in full at the end of the term of the loan.
4. On 31 July 2018 the Third and Fourth Defendants sent the Plaintiff a default notice wrongly claiming that the Plaintiff was in breach of the loan agreement, for failing to pay interest on the loan agreement. In addition, the Third and Fourth Defendants allege the right to re-register the Plaintiff's shares, in the First Defendant, in the Third and Fourth Defendants' names. The Plaintiff has made a demand in writing, to the Third and Fourth Defendants, to inform the Plaintiff if any default action in respect of his shares has been taken. The Third and Fourth Defendants have failed to substantively respond to the Plaintiff's written demand. Therefore the Plaintiff seeks declaratory relief, injunctive relief, damages or such relief as the Court sees fit.
5. The Plaintiff also claims interest on any sums found owing to him pursuant to Section 34(1) of the Judicature Law (2017 Revision).

AND THE PLAINTIFF CLAIMS:

1. Against the First Defendant:
 - 1.1 Damages;
 - 1.2 Declaratory relief.
2. Against the Second Defendant:
 - 2.1 Damages.
3. Against the Third and the Fourth Defendants:
 - 3.1 Declaratory relief;
 - 3.2 Injunctive relief;
 - 3.3 Damages.
4. Against the First, Second, Third and Fourth Defendants:
 - 4.1 The aforesaid interest;
 - 4.2 Such further or other relief as is just;
 - 4.3 Costs.



CAMPBELLS

Attorneys-At-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The First, Second, Third and Fourth Defendants

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 2018

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DAVID MUÑOZ

Plaintiff

-and-

DELTEC INTERNATIONAL GROUP

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INTERNATIONAL FINANCIAL SERVICES GROUP

Second Defendant

-and-

HOLD AND OPT INVESTMENTS LIMITED

Third Defendant

-and-

MERCURIO LIMITED

Fourth Defendant

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
 yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)
 yes no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for
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.

**Campbells
4th Floor Willow House
Cricket Square
George Town
Grand Cayman KY1-9010
(Ref:17131-29261)**

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

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

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.