



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

CAUSE NO: of 2025 ()

BETWEEN:

ROBERT JENNINGS

PLAINTIFF

AND:

MARTIN MCCARTHY

DEFENDANT

WRIT OF SUMMONS

TO:

Martin McCarthy: 871 West Bay Road, Villa 5, George Town, Grand Cayman KY1-9012
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff
in respect of the claims set out on the next pages.

This **WRIT OF SUMMONS** was issued by Baker & Partners, Attorneys-at-Law for the Plaintiff, whose
address for service is Buckingham Square, 720 West Bay Road, P.O. Box 636, Grand Cayman KY1-
1107, Cayman Islands.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED this 25th day of September 2025.

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** was issued by Baker & Partners, Attorneys-at-Law for the Plaintiff, whose address for service is Buckingham Square, 720 West Bay Road, P.O. Box 636, Grand Cayman KY1-1107, Cayman Islands.

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CAUSE NO: of 2025 ()

BETWEEN:

ROBERT JENNINGS

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AND:

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DEFENDANT

STATEMENT OF CLAIM

THE PARTIES

1. The Plaintiff, Robert Jennings, is an individual with a residence in London, England.
2. At all material times, the Plaintiff was a director of Triathlon Limited, a company incorporated in Bermuda on 4 January 1994 ("**Triathlon**").
3. The Defendant, Martin McCarthy, is a Canadian citizen but is understood to reside between the Cayman Islands and Canada, and own real estate in the Cayman Islands. He is a businessman in the Cayman Islands and in Toronto, Ontario, Canada; he is also a Toronto Police Auxiliary Officer.

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SUMMARY OF THIS CLAIM

4. The Defendant and the Plaintiff were friends and business associates for twenty years. In the 2021 to 2022 period, the Defendant, relying on that friendship, requested in emails and orally that the Plaintiff make four payments totalling USD 899,408.92 that the Defendant was required to make under a business contract. The Defendant agreed to repay those loans with interest. The Defendant now denies having made those requests and denies his commitment to repay those loans, with interest.

FACTUAL BACKGROUND

Investment Opportunity

5. In early 2019, the Plaintiff, via Triathlon, invited the Defendant and David Jennings (the Plaintiff's brother) to jointly invest in an investment opportunity known as Rio-2 Ltd ("**Rio-2**"), which intended to provide funding for various white-collar fraud related litigation proceedings in Brazil (the "**Investment Opportunity**").
6. On or about 20 June 2019, the Plaintiff, Defendant and David Jennings met with Martin Kenney (an attorney from the British Virgin Islands) ("**Mr Kenney**") in Denver, Colorado to discuss the Investment Opportunity.
7. On or about 21 June 2019, following the meeting on 20 June 2019, David Jennings at the request of the Defendant, sent the Plaintiff an email confirming that the Defendant would commit funds for the Investment Opportunity up to USD 4 million.
8. On or about 22 June 2019, David Jennings sent an email to the Plaintiff stating that since the Defendant and David Jennings were the only investors together with the Plaintiff, it was not necessary to create a formal limited partnership investment structure (due to a high level of trust among themselves based on past business dealings and investments). The Defendant requested that no formal limited partnership be created, to allow him the opportunity to assign the investment to one of his Canadian or Cayman Islands companies at a later date.

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9. Throughout June, July and August 2019, the Plaintiff, Defendant and David Jennings discussed the Investment Opportunity and how the investment and the return of profits would be structured among themselves.
10. As part of those discussions, the Plaintiff, Defendant and David Jennings discussed various investment structures or other arrangements under an equity returns agreement.
11. At all materials times, the Plaintiff, Defendant and David Jennings intended that they would invest in the Investment Opportunity through Triathlon.
12. In August 2019, the Plaintiff, Defendant, David Jennings and Triathlon were provided with a draft Preference Shareholder Agreement for the Investment Opportunity by Mr Kenney who was the principal of Rio MK Ltd. ("**Rio MK**"), a company incorporated in the British Virgin Islands. Rio MK was the other shareholder of Rio-2 and provided Rio-2 with its administration and operations.
13. On or about 6 September 2019, Triathlon executed the Preference Shareholder Agreement ("**PSA**") with Rio-2 with effect from 30 August 2019 which required, *inter alia*, that Triathlon make capital contributions in the aggregate amount of at least USD 4,419,980.04 under section 4.03(b) of the PSA ("**Capital Commitment**").
14. Pursuant to section 6.02 of the PSA, interest would accrue at a rate of 10% per annum (compounded annually).
15. Prior to the execution of the PSA, Triathlon advanced funds totalling USD 769,980.04 to Rio-2 for initial expenses as part of the Capital Commitment ("**Initial Expenses**").
16. On or about 30 August 2019, Triathlon advanced funds totalling USD 839,963 to Rio-2 as part of the Capital Commitment.
17. The PSA required the remaining Capital Commitment (USD 2,810,037) ("**Remaining Capital Commitment**") to be paid by capital calls with a frequency of no more than a quarterly basis.

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18. At or around the time of the execution of the PSA, Triathlon entered into an oral agreement with the Plaintiff, Defendant and David Jennings with respect to the Investment Opportunity and PSA on terms including that the Defendant was responsible for the payment of the Capital Commitment minus the Initial Expenses of USD 769,980.04 ("**Oral Investment Agreement**").

19. The terms of the Oral Investment Agreement include but are not limited to:

- a. The Defendant was responsible for the payment of the Remaining Capital Commitment;
- b. David Jennings was responsible for legal and business analysis related to the Investment Opportunity;
- c. Upon monetization of the Investment Opportunity, the Plaintiff, Defendant and David Jennings would receive profits as follows:
 - i. The Defendant would receive 65% of profits;
 - ii. David Jennings would receive 10% of profits; and
 - iii. The Plaintiff would receive 25% of profits.

20. In the third quarter of 2020, Triathlon received a capital call request for the fourth quarter of 2020 from Rio-2 for the amount of USD 216,280 ("**Q4 2020 Call**"). Triathlon notified the Defendant of the Q4 2020 Call orally in late 2020 and again by email on 10 January 2021. Due to the lateness of the notification sent to the Defendant, the Plaintiff caused Triathlon to advance the USD 216,280 to Rio-2 and sought reimbursement from the Defendant, which the Defendant agreed to pay. In a separate email of 10 January 2021, the Plaintiff wrote to the Defendant "*If it helps with cash flow I could take 15,000 [shares of a company held by the Defendant] from the last funding for me making the \$663k cash call*", to which on the same day the Defendant responded in part "*I have to find some cash. I am going to have to sell some [valuable and liquid assets]*" ("**Loan Agreement #1**").

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21. Despite requests for payment, the Defendant has not repaid to the Plaintiff the funds totalling USD 216,280.
22. In November 2020, Triathlon received a capital call request for the first quarter of 2021 from Rio-2 in the amount of USD 446,709.75 ("**Q1 2021 Call**").
23. On or about 14 January 2021, the Defendant partially paid the Q1 2021 Call to Rio-2 by paying the amount of USD 416,280.
24. On or about 29 January 2021, Triathlon received a capital call request for the second quarter of 2021 from Rio-2 in the amount of USD 310,746 ("**Q2 2021 Call**").
25. On or about 6 April 2021, the Defendant paid to Rio-2 the amount of USD 350,746 representing the payment of the Q2 2021 Call and payment of the remaining balance and interest owing from the Q1 2021 Call.
26. On or about 24 June 2021, Triathlon received a capital call request for the third quarter of 2021 from Rio-2 for the amount of USD 311,449.25 ("**Q3 2021 Call**").
27. The Defendant was unable to personally fund the Q3 2021 Call per the terms of the Oral Investment Agreement. On or about 5 July 2021, the Defendant requested that the Plaintiff advance the Q3 2021 Call on his behalf ("**Loan Agreement #2**"). On or about 5 July 2021, the Plaintiff caused Triathlon to advance USD 311,449.25 to Rio-2 to satisfy the payment of the Q3 2021 Call.
28. Despite requests for payment, the Defendant has not repaid to the Plaintiff the funds totalling USD 311,449.25.
29. On or about 19 September 2021, Triathlon received a capital call request for the fourth quarter of 2021 from Rio-2 for the amount of USD 271,679.67 ("**Q4 2021 Call**").

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30. The Defendant was unable to personally fund the Q4 2021 Call and requested in emails that the payment be comprised of two partial payments, with the first on 1 October 2021 and the second in November 2021. Notwithstanding his requests, the Defendant did not make either payment and requested in emails that the Plaintiff make the payments of the Q4 2021 Call on behalf of the Defendant ("**Loan Agreement #3**").
31. In early October 2021, the Plaintiff caused Triathlon to advance USD 100,000 to Rio-2 to partially satisfy the payment of the Q4 2021 Call.
32. On or about 10 November 2021, the Plaintiff caused Triathlon to advance USD 171,679.67 to Rio-2 to satisfy the remaining balance of the Q4 2021 Call.
33. Despite requests for payment, the Defendant has not repaid to the Plaintiff the funds totalling USD 271,679.67.
34. On or about 1 December 2021, Triathlon received a capital call request for the first quarter of 2022 from Rio-2 for the amount of USD 271,679.67 ("**Q1 2022 Call**").
35. On or about 6 January 2022, the Defendant advanced funds totalling USD 271,679.67 to Rio-2 to satisfy the payment of the Q1 2022 Call.
36. On or about 16 March 2022, Triathlon received a capital call request for the second quarter of 2022 from Rio-2 for the amount of USD 266,679.67, which was forwarded to the Defendant by email ("**Q2 2022 Call**").
37. The Defendant was unable to personally fund the Q2 2022 Call and requested that the payment be comprised of two partial payments, with the first payment for USD 100,000 on or about 31 March 2022 and the second payment for USD 166,679.68 in June 2022. Notwithstanding his requests, the Defendant did not make either payment and requested in an email that the Plaintiff make the payments of the Q2 2022 Call on behalf of the Defendant ("**Loan Agreement #4**").

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38. On or about 1 April 2022, the Plaintiff caused Triathlon to advance USD 100,000 to Rio-2 to partially satisfy the payment of the Q2 2022 Call.
39. Despite requests for payment, the Defendant has not repaid to the Plaintiff the funds totalling USD 100,000.
40. The Plaintiff advanced as loans to the Defendant the total amount of USD 899,408.92 ("**McCarthy Loans**") so that the Defendant could meet his obligations under the Oral Investment Agreement for payment of the Capital Commitment under the PSA. The funds the Plaintiff caused Triathlon to advance on behalf of the Defendant for the McCarthy Loans represent the Plaintiff's personal assets which were held by Triathlon on the Plaintiff's behalf.
41. The McCarthy Loans pursuant to the Loan Agreement #1, Loan Agreement #2, Loan Agreement #3, and Loan Agreement #4, were initially granted on the basis that the Defendant would repay the McCarthy Loans with interest payable at the rate of 10% per annum (compounded annually), similar to the interest payable under section 6.02 of the PSA. When the McCarthy Loans were not repaid by 31 December 2023, the interest became payable at a rate of 12% per annum.
42. On several occasions throughout 2021 and 2022, the Defendant promised to repay the McCarthy Loans with interest out of funds that the Defendant would receive from other business dealings.
43. On or about 13 June 2022, the Plaintiff met by videoconference with the Defendant, David Jennings, Mr Kenney and Mr Kenney's accountant to discuss the status of the Investment Opportunity.
44. During a subsequent meeting immediately following the meeting with Mr Kenney the Plaintiff, Defendant and David Jennings discussed the Defendant's obligations to pay the Remaining Capital Commitment, and the Defendant's indebtedness to the Plaintiff under the McCarthy Loans. During that subsequent meeting, David Jennings sent the Defendant an email enclosing an email sent by David Jennings to the Defendant on 1 October 2021 outlining, *inter alia*, the Defendant's obligations to repay the McCarthy Loans to the

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Plaintiff and the 10% per annum (compounded annually) interest requirement.

45. At the end of the subsequent meeting between the Plaintiff, Defendant and David Jennings on 13 June 2022, the Defendant advised the Plaintiff and David Jennings that he would no longer fulfill his obligations under the Oral Investment Agreement and the PSA, but he would repay his indebtedness to the Plaintiff under the McCarthy Loans with interest.
46. The Plaintiff understood from the meeting with the Defendant and the Defendant's oral statements, that the Defendant committed to repaying the McCarthy Loans with interest at the rate of 10% per annum (compounded annually).
47. On or about 13 June 2022, the Plaintiff sent an email to the Defendant requesting that he have a meeting with the Defendant's accountant to discuss, *inter alia*, the repayment of McCarthy Loans with interest.
48. On or about 14 June 2022, the Defendant sent an email to the Plaintiff deferring the meeting between the Plaintiff and the Defendant's accountant.
49. The Plaintiff, David Jennings and Triathlon were unable to find another investor to assist in meeting Triathlon's obligations under the PSA. Consequently, Triathlon was unable to meet its obligations to pay the Remaining Capital Commitment which resulted in Triathlon breaching the terms of the PSA.
50. Throughout the second half of 2022, the Defendant made oral representations to the Plaintiff and David Jennings that he would repay the McCarthy Loans by 31 December 2022.
51. The Plaintiff had made financial commitments to other business associates and required the funds that the Defendant had promised to repay. Accordingly in mid-June 2022, the Plaintiff arranged for a loan of USD 920,000 from a business associate, EDFO Ltd., ("**EDFO**") to Vinecash Ltd ("**Vinecash**"), a company controlled by David Jennings. This loan was personally guaranteed by the Plaintiff. ("**Promissory Note**"). Vinecash then loaned USD 900,000 to the Plaintiff on terms identical to the Promissory Note, creating a

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back-to-back loan structure that would be repaid when the Defendant met his commitment to repay the McCarthy Loans, with interest, to the Plaintiff. In or about June 2022, the Plaintiff advised the Defendant of the Plaintiff's need to borrow funds to honour his financial commitments.

52. The terms of the Promissory Note include, *inter alia*, that:

- a. The repayment date for the loan is 31 December 2022; and
- b. The interest rate is 10% per annum (compounded annually);

53. The USD 900,000 borrowed by the Plaintiff was less than the amount owed by the Defendant to the Plaintiff in respect of the McCarthy Loans which was, as of 30 June 2022, principal of USD 899,408.92 and interest of USD 101,668.65.

54. The Defendant made oral representations to the Plaintiff and David Jennings on several occasions throughout 2022 and 2023 that he continued to experience financial difficulties and was unable to repay the McCarthy Loans with interest.

55. The Defendant and David Jennings were involved in a business deal that was scheduled to close and provide a significant profit to the Defendant by the autumn of 2023 (the "**Calgary Deal**"). The Plaintiff and Vinecash sought an extension from EDFO of the deadline to repay the funds borrowed under the Promissory Note until the earlier of the receipt of funds under the Calgary Deal or 31 December 2023.

56. The closing of the Calgary Deal was delayed until February 2024.

57. At that point, the Plaintiff and Vinecash sought a further extension of the deadline to repay the funds borrowed under the Promissory Note. To secure that extension, the lender increased the interest rate to 12% per annum, compounded monthly, effective 1 January 2024.

58. On or about 24 January 2024, the Plaintiff met with the Defendant in London. During that breakfast meeting the Defendant again promised to repay the McCarthy loans out of the proceeds from the Calgary deal.

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59. The closing of the Calgary Deal was cancelled, and the Defendant did not repay the McCarthy Loans to the Plaintiff in 2024. As a result of this, Vinecash and the Plaintiff were in breach of the Promissory Note.
60. Between September 2024 and March 2025, David Jennings had several discussions with the Defendant about the closing of the Calgary Deal and the repayment of the McCarthy Loans. In one discussion on 20 September 2024, the Defendant made oral representations to David Jennings that the Defendant would repay the McCarthy Loans and pay David Jennings additional amounts upon the closing of the Calgary Deal in order to have David Jennings continue negotiating the Calgary Deal rather than seek alternate employment. Reference to that oral agreement was made thereafter in several discussions between David Jennings and the Defendant while the Calgary Deal negotiations progressed to their successful conclusion.
61. Throughout that time period, the Plaintiff and Vinecash continued to incur interest under the Promissory Note.
62. The Calgary Deal closed on 31 March 2025, and net proceeds of approximately CAD 18.4 million were received by the Defendant on or about 20 May 2025. The Defendant's share of those net proceeds of the Calgary Deal was in excess of CAD 7.5 million. David Jennings' share of those net proceeds was in excess of CAD 7.5 million. To date, the Defendant has not paid David Jennings his share of the net proceeds.
63. In April 2025, the Plaintiff and David Jennings reached an agreement with EDFO in respect of the Promissory Note to delay enforcement proceedings until the loan was repaid once the Calgary Deal proceeds were received. The lender advised the Plaintiff and David Jennings that it would charge penalties if the loan was not repaid by 31 May 2025.
64. After the Defendant failed to repay the McCarthy Loans with interest by 31 May 2025, the Plaintiff was contacted by EDFO demanding immediate payment of the Promissory Note and stating that if not paid by 1 July 2025, EDFO would apply applicable additional penalties as of 1 July 2025. The Plaintiff informed David Jennings of the penalties to be charged and David Jennings wrote to the Defendant and his accountant on 25 June 2025,

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26 June 2025, 27 June 2025 and 2 July 2025 stating the application of penalties to the McCarthy Loans equal to the amounts charged by EDFO.

65. Despite making promises to repay the McCarthy Loans out of his proceeds from the closing of the Calgary Deal, the Defendant has refused or failed to repay the McCarthy Loans in breach of the Oral Investment Agreement and the Defendant's repeated oral and written agreements referred to above in paragraphs 20, 27, 30 and 37, and representations to the Plaintiff.

66. Throughout May to July 2025, the Defendant evaded communications from David Jennings and the Plaintiff about the repayment of the McCarthy Loans with interest and penalties.

Loss and Damages

67. As a result of the Defendant's continued refusal and failure to repay the McCarthy Loans, and breach of the underlying oral or written contracts agreements, and representations, the Plaintiff and Vinecash incurred further interest and penalties in respect of the Promissory Note.

68. The Plaintiff repeats the foregoing and states that he has suffered losses and damages as a result of the Defendant's refusal and failure to repay the McCarthy Loans.

69. The Plaintiff's losses and damages are calculated as follows:

a. Principal balance under the McCarthy Loans: **USD 899,408.92**

b. Interest at 10% per annum, compounded annually (November 2020 - 30 June 2022):

November 2020 (USD 216,280, 20 months): USD 39,294.98.

June 2021 (USD 311,449, 13 months): USD 35,447.31.

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September 2021 (USD 271,680, 10 months): USD 23,551.66.

March 2022 (USD 100,000, 4 months): USD 3,374.70.

Total Interest: **USD 101,668.65.**

c. Losses in respect of the Promissory Note:

- i. Interest at 10% per annum (1 July 2022 - 31 December 2023, 548 days):
 $\text{USD } 920,000 \times 10\% \times (548/365) = \text{USD } 138,000.$
- ii. Balance on 31 December 2023: $\text{USD } 920,000 + \text{USD } 138,000 = \text{USD } 1,058,000.$
- iii. Interest at 12% per annum (1 January 2024 - 1 May 2025, 486 days): $\text{USD } 1,058,000 \times 12\% \times (486/365) = \text{USD } 182,079.$
- iv. Balance on 1 May 2025: $\text{USD } 1,106,689.91 + \text{USD } 176,784.65 = \text{USD } 1,240,079.$
- v. Penalty on 1 May 2025: $10\% \text{ of USD } 1,240,079 = \text{USD } 124,008.$
- vi. Balance: $\text{USD } 1,240,079 + \text{USD } 124,008 = \text{USD } 1,364,087.$
- vii. Interest at 24% per annum (1 May 2025 - 1 June 2025, 31 days): $\text{USD } 1,364,087 \times 24\% \times (31/365) = \text{USD } 27,805.$
- viii. Balance on 1 June 2025: $\text{USD } 1,364,087 + \text{USD } 27,085 = \text{USD } 1,391,172.$
- ix. Penalty on 1 June 2025: $10\% \text{ of USD } 1,391,172 = \text{USD } 139,117.$
- x. Balance: $\text{USD } 1,391,172 + \text{USD } 139,117 = \text{USD } 1,530,289.$
- xi. Interest at 24% per annum (1 June 2025 - 1 July 2025, 30 days): $\text{USD } 1,530,289 \times 24\% \times (30/365) = \text{USD } 101,668.65.$

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$$1,530,289 \times 24\% \times (30/365) = \text{USD } 31,193.$$

xii. Balance on 1 July 2025: USD 1,530,289 + USD 31,193 = USD 1,561,482.

xiii. Penalty on 1 July 2025: 15% of USD 1,561,482 = USD 234,222.

xiv. Balance: USD 1,561,482 + USD 234,222 = USD 1,795,704.

xv. Interest at 24% per annum (1 July 2025 - 31 August 2025, 62 days): USD $1,795,704 \times 24\% \times (62/365) = \text{USD } 69,663$.

xvi. Total: USD 1,795,704 + USD 69,663 = USD 1,865,367 of which USD 920,000 is principal and USD 945,367 is interest and penalties.

xvii. The total amount claimed by the Plaintiff is **USD 945,367**.

d. In the alternative to losses under the Promissory Note in paragraph 69(c)(xvii), interest on the McCarthy Loans at 10% per annum, compounded annually from 1 July 2022 to the present (31 August 2025):

November 2020 (USD 216,280, 56 months): USD 124,143

June 2021 (USD 311,449, 50 months): USD 144,586

September 2021 (USD 271,680, 47 months): USD 119,168

March 2022 (USD 100,000, 41 months): USD 37,495

Total Interest: **USD 425,391**.

70. On 16 June 2025, the Plaintiff wrote to the Defendant demanding that the Defendant pay USD 1,789,120.78 ("**Demand Amount**") being the principal and interest owing under the McCarthy Loans on that date, and the additional damages suffered by the Plaintiff under the terms of the Promissory Note by attempting to mitigate his losses.

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71. To date, the Defendant has failed to pay the Demand Amount.

72. The Plaintiff repeats the foregoing and states that the Defendant breached the terms Oral Investment Agreement, and the oral and written agreements related to the McCarthy Loans.

73. The Plaintiff states that the Defendant was unjustly enriched as a result of the McCarthy Loans and the Defendant's failure to repay them.

THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

74. The Plaintiff repeats the foregoing and claims:

- a. Damages, equitable compensation and/or restitution for the principal balance of **USD 899,408.92**;
- b. Interest of **USD 101,668.65** as set out above in paragraph 69(b);
- c. Interest and penalties of **USD 945,367** as set out above in paragraph 69(c);
- d. In the alternative to interest and penalties of USD 945,367 as set out in paragraphs 69(c) and 74(c), interest of **USD 425,391** as set out above in paragraph 69(d);
- e. In the further alternative, pre-judgment interest, whether or not compounded, on all sums found due to the Plaintiff at such rates the Court thinks fit in accordance with section 34 of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules 2021;
- f. Post-judgment interest, whether or not compounded, on all sums found due to the Plaintiff at such rates the Court thinks fit in accordance with section 34 of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules 2021;

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g. Costs; and

h. Such further and other relief as this Honourable Court deems just.

DATED this 25th day of September 2025

Baker & Partners (Cayman) Limited

BAKER & PARTNERS (CAYMAN) LIMITED

Attorneys-at-Law for the Plaintiff

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INDORSEMENT

The amount claimed in respect of the debt is USD 1,946,444.57; comprised of USD 899,409 being the Principal and accrued interest of USD 1,047,035.65. The amount of the filing fees to commence the proceeding is CI\$200.00 plus Ad Valorem in the sum of CI\$5,097.05. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or his attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

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 495 GT, George Town, Grand Cayman KY1-1106, Cayman Islands.
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 endorsed 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 of 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 Originating Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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

CAUSE NO: of 2025 ()

BETWEEN:

ROBERT A JENNINGS

PLAINTIFF

AND:

MARTIN MCCARTHY

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 the Defendant:

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 his 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:

BAKER & PARTNERS (CAYMAN) LIMITED
BUCKINGHAM SQUARE
720 WEST BAY ROAD
PO BOX 636
GRAND CAYMAN KY1-1107
CAYMAN ISLANDS

Indorsement 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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