



IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. of 2025

BETWEEN:

PARADISE MANAGEMENT LTD. T/A PARADISE LANDSCAPING

Plaintiff

AND:

EMERALD ISLE HOLDINGS LIMITED

Defendant

WRIT OF SUMMONS

To the Defendant:

EMERALD ISLE HOLDINGS LIMITED
826 Crown Court
Britannia Drive
George Town
Grand Cayman

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 495 Grand Cayman KY1-1106, Cayman Islands, 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 16th day of October 2025



PRIESTLEYS

Attorneys for the Plaintiff

NOTE – This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a resident Cayman Islands limited company formed in the Cayman Islands on 3 May 2018 under Company Number 336465.
2. The Defendant is and was at all material times a resident Cayman Islands limited company formed in the Cayman Islands on 11 May 1998 under Company Number 81592.
3. The Defendant is the Developer of the Sunset Point Development (Sunset Point), a luxury oceanfront condominium and rental development located on North West Point Road, West Bay, Grand Cayman.
4. In or around September 2022, the Plaintiff entered into an agreement with the Defendant to design and install the landscaping elements of Sunset Point including but not limited to design of the landscape and installation of the landscaping, lighting and irrigation system (the Works).
5. An initial quotation for the Works estimated a total cost of CI\$299,134.40, however, several variations to the initial scope of the Works were agreed verbally during the course of the project. Including additional work due to the tropical storm on Tuesday, 6 February 2024 which washed away all external landscaping.
6. The Defendant paid a deposit in the sum of CI\$89,740.32 by way of 2 equal installments, the first payment was received on 14 June 2023 and the second on 18 December 2023.
7. The Plaintiff performed all its obligations under its agreement with the Defendant, and the variations thereto, in full, and the Works were completed in January 2025.
8. The sum due and owing from the Defendant to the Plaintiff at the date of completion of the Works was CI\$364,969.58, pursuant to invoices numbered 4442 and 4443 dated 27 January 2025 (Invoices).
9. Despite numerous requests for payment, the Defendant has failed to pay the cost of the Works in full, and the sum of CI\$62,777.09 remains due and owing to the Plaintiff as set out below:

Date of Invoice	Invoice No.	Total amount of invoice	Balance which remains outstanding
27 Jan 2025	4442	348,523.90	18,934.09
27 Jan 2025	4443	106,186.00	43,843.00
TOTAL			62,777.09

10. On 31 July 2025, the Plaintiff wrote to the Defendant making a final, formal demand for payment of the total balance outstanding of CI\$62,777.09 (Debt). The Defendant has failed to pay the Debt in full or at all.
11. The Plaintiff claims interest pursuant to section 34 (1) of the Judicature Act (2021 Revision) at the rate of 2 3/8 % per month accruing from 27 February 2025 to the date of issue of this claim, and continuing thereafter until payment is received in full.
12. The Defendant is indebted to the Plaintiff in the sum of CI\$943.59 in respect of interest accrued up to and including 15 October 2025 and continuing thereafter at the rate of CI\$4.08 per day.
13. The Plaintiff also claims costs pursuant to section 24(1) of the Judicature Act (2021 Revision).

AND the Plaintiff Claims:

1. The sum of CI\$62,777.09.
2. Interest as set out in paragraphs 11 and 12 above.
3. Costs as set out in paragraph 13 above.
4. Costs.



PRIESTLEYS

Attorneys for the Plaintiff

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

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

If a Statement of Claim is endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (14) days after his Acknowledgement, 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 installments or otherwise.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (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 is 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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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:

PARADISE LANDSCAPING SERVICES LTD T/A PARADISE GARDENING

Plaintiff

AND:

EMERALD ISLE HOLDINGS LIMITED

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.*

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

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) _____

Address for service:

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

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

PRIESTLEYS
Second Floor, Caribbean Plaza
878 West Bay Road
PO BOX 30310
George Town, Grand Cayman
Cayman Islands, KY1-1202

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