



Cause No. G of 2025

IN THE GRAND COURT OF THE CAYMAN ISLANDS

DANIEL LAMARCA

Plaintiff

v

(1) RUDOLPH KUDRITZKI

(2) R & D AVIATION LTD (Co. No. 381417)

Defendants

WRIT OF SUMMONS

This **WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff in respect of the claim set out on the following pages.

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, PO Box 495, Grand Cayman, KY1-1106, Cayman

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This **WRIT OF SUMMONS** and **STATEMENT OF CLAIM** was issued by Travers Thorp Alberga, Attorneys for the Plaintiff, whose address for service is Harbour Place, PO Box 472, 103 South Church Street, Grand Cayman, KY1-1106, Cayman Islands

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 30th day of October 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.

STATEMENT OF CLAIM

1. The Plaintiff is a clerical office-worker with a residence on Grand Cayman.
2. The First Defendant is a businessman of German origins with a residence on Grand Cayman.
3. The Second Defendant is a company (the “**Company**”) incorporated pursuant to the Laws of the Cayman Islands.
4. The Company was incorporated by Corporate Management Solutions (Cayman) Ltd. on 20 September 2021, with company number 381417.
5. The Company was to be the vehicle through which the Plaintiff and the First Defendant would carry on an aviation business together.
6. It was agreed between the Plaintiff and the First Defendant as part of their business plan, and as the Company’s Register of Members proves, that the First Defendant would hold 60 of the 100 issued shares in the Company and the Plaintiff would hold 40 of the 100 issued shares in the Company. It was further agreed between the Plaintiff and the First Defendant that each would participate in the management of the business and each would be a director of the Company.
7. In breach of the business plan, the Memorandum and Articles of Association of the Company and/or the general law, the First Defendant has excluded the Plaintiff from the Company. This has included:
 - i. moving the registered office of the Company, without involving the Plaintiff, in breach of Article 18 of the Company’s Articles of Association;

- ii. failing to provide and withholding Company information from the Plaintiff;
 - iii. failing to involve and excluding the Plaintiff from the business of the Company;
 - iv. failing to declare the Plaintiff's interest in the Company's Annual Returns;
 - v. failing to permit and deliberately obstructing the Plaintiff's access to, supervision over, management and use of Company assets; and,
 - vi. removing the Plaintiff from the registers and records of the Company.
8. By way of Letter Before Action dated 30 August 2024, the First Defendant was put on notice that he had and has no basis for excluding the Plaintiff from the Company's affairs and that as a member and director of the Company, the Plaintiff was and is fully entitled to participate in the Company and be involved in the Company's business and management. The First Defendant was also put on notice that should he continue to exclude the Plaintiff, steps would be taken to enforce the Plaintiff's rights through the Courts. The First Defendant did not respond to the Letter Before Action nor, following receipt of the Letter Before Action, did the First Defendant involve the Plaintiff in the Company. As at the date of this Writ, the First Defendant continues to exclude the Plaintiff from the Company.
9. By way of Order of the Grand Court made on 27 March 2025, the Court ordered inspection of the Company Registers. In breach of the Court Order, the Defendants delivered copies of the Annual Return and not the registers, the Annual Return did not show the Plaintiff as shareholder or director. When further pressed, the Defendants produced registers of directors and members some of which list the Plaintiff as a director and a member, some of which did not. It is averred that the First Defendant has (i) filed Annual Returns which are false and misleading in lying about the shareholders and directors of the Company and in failing to include the Plaintiff's details on the returns and (ii) and in breach of section

297 of the Penal Law produced registers and records which were false and misleading in failing to list the Plaintiff as shareholder and/or director of the Company.

GRM Ltd

10. As part of a plan to carry on business together, the First Defendant induced the Plaintiff to pay over KYD\$10,000.00 for a 50% interest in GRM Aviation Ltd ("**GRM**"), which the First Defendant told the Plaintiff owned a Cessna aircraft.
11. Knowing that the Plaintiff believed himself to be acquiring a 50% shareholding in GRM and therefore acquiring through GRM an interest in the aircraft, the First Defendant induced and allowed the Plaintiff to pay and/or contribute to the expenses and running costs (set out in schedule 1 attached).
12. As a result of representing to the Plaintiff that he was acquiring a 50% shareholding in GRM, the Plaintiff was further induced by the First Defendant to pay and/or contribute to expenses and running costs (as set out in schedule 1 attached).
13. By way of email dated 30 March 2023, and after the he had induced the Plaintiff to pay and/or contribute to expenses and running costs, the First Defendant told the Plaintiff that he could not sell 50% of GRM's shares to the Plaintiff as he *"cannot sell what does not belong to me"*, implicitly recognizing that he (the First Defendant) purported to sell to the Plaintiff shares which were not his (the First Defendant's) to sell. Until that date, the First Defendant deliberately concealed that fact from the Plaintiff.
14. In the premises, the First Defendant induced the Plaintiff to pay away money and incur follow-on business expenses and running costs for the acquisition of shares that the First Defendant deliberately concealed (from the Plaintiff) were not his (the First Defendant's)

to sell. In so doing, the First Defendant was acting either fraudulently, deliberately or being recklessly indifferent to the fact that the shares were not his to sell the Plaintiff, or negligently without proper care as to the true ownership of the property the First Defendant was purporting to sell.

PARTICULARS OF FRAUD

- (i) The First Defendant knew or ought to have known that he (the First Defendant) did not and could not sell the Plaintiff 50% of the shares in GRM and/or was recklessly indifferent as to whether or not he (the First Defendant) could sell the Plaintiff 50% of the shares in GRM.
- (ii) It was an implied term and representation of the First Defendant's sale of 50% of the shares in GRM to the Plaintiff that the First Defendant could lawfully sell the Plaintiff the shares.
- (iii) The First Defendant induced the Plaintiff to pay money across and pay follow-on expenses, knowing that the Plaintiff believed that he was making such payments in the belief that he was acquiring a 50% interest in GRM.
- (iv) The First Defendant, until 30 March 2023, concealed from the Plaintiff that he (the First Defendant) could not sell the Plaintiff 50% of GRM's shares.
- (v) The First Defendant has not returned the Plaintiff his (the Plaintiff's) money and has excluded the Plaintiff from the business and the Company.

PARTICULARS OF LOSS AND DAMAGE

15. As a result of the First Defendant's fraudulent and/or negligent misrepresentations, the First Defendant induced the Plaintiff to pay away sums of money and the First Defendant has thereby caused the Plaintiff the following loss and damage:

- a. The sums paid as set out above in paragraphs 10 and 11 and detailed in Schedule 1 hereto, amounting to **CI\$67,175.00**
- b. Consequential losses in the form of (i) loss of investment opportunity, in an amount to be assessed by the Court on the basis of one half of the increase in value of the Cessna aircraft between the date of the Plaintiff's investment and the date of judgment of the Court, which aircraft the First Defendant caused the Plaintiff to believe he (the Plaintiff) through the acquisition of 50% of GRM's shares was investing into; and (ii) loss of profits, in the form of a half share in the income generated by the business with further particulars to follow after disclosure by the Defendants.

16. The Plaintiff hereby claims such loss and damage from the First Defendant together with interest thereon.

17. Further and/or alternatively, there has been a total failure of consideration and the First Defendant has been unjustly enriched to the amount of the payments made by the Plaintiff as detailed in the Schedule, which the Plaintiff requests the Court to order the First Defendant to repay to the Plaintiff.

18. Further and/or alternatively, the First Defendant has excluded the Plaintiff from involvement in and management of the affairs of the Second Defendant such that it is just

and equitable that Second Defendant be wound up by order of the Court pursuant to section 92(e) of the Companies Act.

AND THE PLAINTIFF CLAIMS

- (1) A declaration that the First Defendant has falsified Company registers and records
- (2) A declaration that the First Defendant has unlawfully excluded the Plaintiff from the Company
- (3) **CI\$67,175.00** Damages plus further damages to be assessed
- (4) Restitution for unjust enrichment
- (5) Interest
- (6) Costs
- (7) Such further and other relief as the Court deems fair and just.

TRAVERS THORP ALBERGA

30 OCTOBER 2025

SCHEDULE 1KYD\$ Paid By P to D1

Cost to purchase 50% GRM Aviation shares / 50% of Cessna 172			TOTAL	\$10,000
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Aircraft Maintenance and Repairs

28/07	Sportys Oil	142.41		
28/07	Ebay Door Latch	30.05		
13/05	Nasson Ass Insurance	499		
29/07	A/C Spruce Oil/Kit/Ptt-SW	74.66		
2-Aug	Plane Plastic Interior	904.63		
8-Aug	Crazed Pilot PX-Headset	96.28		
	Jeff Upholster Carpet/Seat/Interior	1575		
18/09	Geek Door Steward	194.42		
18/09	Dayle Repair Trim	350		
12-Oct	Jim Repair Nose Strut	17.5		
	Brake Liner	26.5		
	A/C Spruce Filters	144.46		
9-Dec	Plane Plastic Additional Pieces	251.68		
3-Dec	Delaware Registration	155		
6-Dec	AN Associate Tax	36.94		
9-Jan	A/C Spruce Battery/Land	894.76		
22-Jan	Dayle Repair At Inspection	150		
16-Jan	Dayle Annual	1500		
18-Jan	A/C Inspector Sign Andrew Jackson	600		
7-Feb	Delaware Registration	300		
13-Feb	A/C Spruce R/H Door Steward	218.5		
	Total	\$8,161.79	TOTAL	\$4,080.90

Additonal Expenses Paid By P

15-Jan	Paramount Carpet	100		
16-Jan	Cash Advance	975		
21-Jan	Sportys Scratch Off Windshield Cleaner	53		
4-Sep	Cash Advance Downpayment	200		
	Flight Costs	\$830.00		
	Total	\$2,158.00	TOTAL	\$2,158.00

TOTAL \$16,238.90

Aircraft Maintenance and Repairs

3-Jun	BAS Parts Compass/SPF	97.92		
27-Apr	A/C Spruce	78.29		
10-Jul	Parkers Additive	9.49		
25-Nov	A/C Spruce	253.29		
10-Jul	Parkers Oil	112.1		
4-Nov	Nason/Delaware Insurance/Regist	550		
	Parking	900		
	Parts	365.39		
	Fuel Costs	2417.24		
	Annual Dayle Williams	1500		
	Inspector Amdrew Jackson	500		
	Additional Parts	541.6		
	Registration US Tax	130		
	Total	\$7,455.32	TOTAL	\$3,727.66

Additonal Expenses Paid by and Owed to Daniel Lamarca

Mar-Jul	Additional Flight Costs	341.7		
Aug-Dec	Additional Flight Costs	328.6		

24-Nov	Cash Advance	380			
	Landing Fees	200			
	Income	540.65			
	Total	\$1,790.94	TOTAL	\$1,790.64	
			TOTAL	\$5,518.30	
	<u>Aircraft Maintenance and Repairs</u>				
13-Jan	Ebay Collins VHF 251	128.31			
22-Jan	FAA Registry Renewal	8.75			
31-Jan	Parkers Oil	28.73			
4-Feb	Chief-Aircraft Supplies Windshield	985.53			
20-Mar	Dayle W/Andrew J Annual/ Inspection	3250			
10-Apr	Nason Insurance	521.64			
27-Jun	Dayle/Parkers Labour Parts	830			
30-Jun	Island Air Hangar Fees	150			
6-Jan	GRM Registration	252			
18-Jul	Dayle Repair Carb Heat	50			
30-Jul	A/C Spruce Oil/Analysis/Strut/Wax	271.52			
14-Aug	I.A/CIAA Landing Fees	42.41			
7-Oct	CIPO EMS Ship	20			
7-Oct	Short Tronics USA Repair GNC 250 GPS	317.87			
2-Nov	Parkers Oil Additive	10.99			
10-Nov	Amazon Windshield Cover	206.88			
13-Nov	CIPO Stamp Duty GNC250	3			
2-Dec	Delaware Reg Agent Fee	130.2			
30-Dec	Cessna442 Door Handle	160.9			
	Parking Fees	1350			
	Total	\$8,718.73	TOTAL	\$4,359.37	
	<u>Additonal Expenses Paid by and Owed to Daniel Lamarca</u>				
01/20-06/20	Income	206.67			
	Cash Advance	1000			
	Fuel Costs	500.64			
10-Jul	Cash Advance	543.15			
	Additional Landing Fees	700			
07/20-12/20	Further Income	562.5			
	Flight Costs	228.4			
	Total	\$3,741.36	TOTAL	\$3,741.60	
			Total	\$8,100.97	
	<u>Aircraft Maintenance and Repairs</u>				
14-Jan	Delaware State Franchise Tax	189			
15-Jan	Ebay Wire Twister	23.5			
15-Mar	Spruce Spare Parts	348.96			
25-Feb	Palmdr GNC Repair	110.25			
25-Mar	PO	18			
8-May	Nasson Insurance	592.2			
22-Jan	Shipping	67.46			
21-Jan	Parkers Additive	10.99			
10-Feb	Mike Fuel Tank Welding	100			
6-May	Dayle Williams Annual Inspection	1800			
6-May	Inspection Andrew Jackson western Union	523.06			
26-May	Ace Parts	13.99			
11-May	Parkers Batteries	10.99			
21/07	Ebay GNC250XL	1489.8			

31/07	Airhawk N/G Tyre	205			
9-Aug	Parkers/Napa	21.95			
2-Oct	Jeffer's Upholstery	30			
3-Nov	Delaware Registration Agent Fee	130.2			
29-Dec	EMS	18			
01/21-06/21	Fuel Costs	1271.93			
06/21-12/21	Fuel Costs	1182			
01/01-12/31	Parking	900			
	GPS	1488.71			
	Landing Fees	650			
28-Dec	CIAA Invoice	2081.27			
01/20-06/20	Additional Parts	1500.11			
06/20-12/20	Additional Parts	1764.8			
	Total	\$16,541.37	TOTAL	\$8,270.69	
	<u>Additional Expenses Paid by and Owed to Daniel Lamarca</u>				
01/21-06/21	Flight Costs	297			
1-May	Cash Advance	1200			
10-May	Cash Advance	250			
	Income	175			
07/21-12/31	Flight Costs	424			
	Landing Fees	175			
	Cash Advance	644.9			
	Income	55			
	AOCC Fees	800			
	Total	\$4,020.90	TOTAL	\$4,020.90	
			TOTAL	\$12,291.59	
	<u>Aircraft Maintenance and Repairs</u>				
3-Nov	Delaware Registration Agent Fee	109.37			
1-Jan	CIAA Parking	450			
18-Jan	Delaware Registration Franchise Tax	252			
4-May	Nasson Insurance	645.12			
19-Jan	Parkers Tools	11.09			
1-May	Aircraft Spruce SW/Valve/Lamp	75.77			
20-May	Pilot Shop Oil/Battery/Tire Tube	480.83			
23-May	UPS	21.59			
22-May	Aircraft Spruce Belt/Hobbs/Lamp	266.48			
15-Jun	Dayle Annual	2300			
22-Jun	I/A Inspection Jackson/JAI	522.49			
	Fuel Costs	2060			
15/06	PO Postal Fee	3			
14/06	Vision Marketing	405			
6-Nov	WHOIS WS Domain	8.7			
21-Jun	JN Money	505			
25-May	Blue Sky Aviation BH Visit	928.82			
15-Jun	Sky Geek Paint	2155.58			
1-Jun	Dayle N19853 Labour	300			
23-Jun	Dayle N19853 Labour	1000			
1-Aug	Blue Sky Aviation TWP Instructor	2620			
31-Aug	Blue Sky Aviation Instructor Salary	2400			
22-Dec	AOCC Fees	800			
	Additional Parts	750			
	Total	\$19,070.84	TOTAL	\$9,535.42	

Additonal Expenses Paid by and Owed to Daniel Lamarca

31-Dec	Flight Costs	489.3		
	Landing Fees	183.5		
15-Jul	Cash Advance	1000		
26-Jul	Cash Advance	1500		
07/18-15/09	Bens Accomadation	1800		
	CUC	229.74		
	Water	101.62		
	Flow Internet	133.5		
	Spending Money	500		
Sept	Wages	1200		
Oct	Wages	1200		
02/08-06/08	Accomadation Bodden Town Ben	500		
22-Sep	Wire Transfer	3910.97		
	Total	\$12,748.63	TOTAL	\$12,748.63
			TOTAL	\$22,284.05

Corporate Management Solutions

9/19/2021	Incorporation	2156.67		
5/12/2021	Renewal For 2022	2624.48		
1/3/2022	Trade and Business License	\$701.22		
	Total	\$5,482.37	TOTAL	\$2,741.19

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 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 (ie., 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.

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 periods of 14 and 28 days respectively for acknowledging service on the Defendant, 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 of 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 his behalf.
- 7 Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
- 8 A Defendant acting in person may obtain help in completing the form at the Courts Office.

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This WRIT OF SUMMONS and STATEMENT OF CLAIM was issued by Travers Thorp Alberga, Attorneys for the Plaintiff, whose address for service is Harbour Place, PO Box 472, 103 South Church Street, Grand Cayman, KY1-1106, Cayman Islands

Cause No. G of 2025

IN THE GRAND COURT OF THE CAYMAN ISLANDS

DANIEL LAMARCA

Plaintiff

v

(1) RUDOLPH KUDRITSKI

(2) R & D AVIATION LTD (Co. No. 381417)

Defendants

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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This **WRIT OF SUMMONS** and **STATEMENT OF CLAIM** was issued by Travers Thorp Alberga, Attorneys for the Plaintiff, whose address for service is Harbour Place, PO Box 472, 103 South Church Street, Grand Cayman, KY1-1106, Cayman Islands

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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

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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 of Summons is acknowledged accordingly.

Attorneys-at-law for

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This WRIT OF SUMMONS and STATEMENT OF CLAIM was issued by Travers Thorp Alberga, Attorneys for the Plaintiff, whose address for service is Harbour Place, PO Box 472, 103 South Church Street, Grand Cayman, KY1-1106, Cayman Islands

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 principal office.

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

**Travers Thorp Alberga
PO Box 472
2nd Floor Harbour Place
103 South Church Street
Grand Cayman, KY1-1106
CAYMAN ISLANDS**

Indorsement by Defendant's Attorneys (or by Defendant if defending in person) of his name, address and reference, if any, in the box below.