



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

CAUSE NO: OF 2026

BETWEEN:

XIRAN O'DOWD

PLAINTIFF

AND:

SAVVI RECRUITMENT CAYMAN LTD

DEFENDANT

WRIT OF SUMMONS

TO: The Defendant
c/o/ Centralis Cayman Limited

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of One Capital Place, PO Box 1564, Cayman Islands KY1-1110, Cayman Islands 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 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.

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. At all material times, the Plaintiff is a resident of the Cayman Islands.
2. The Defendant is a Cayman Islands Ordinary Resident company incorporated on the 9th of April 2024.
3. On or about February 2024 the Plaintiff and Jennifer Cahill entered into discussions to incorporate the Defendant company with a view to each of them working for the Defendant and providing recruitment and services ancillary thereto in the Cayman Islands via employment at the Defendant with the Plaintiff employed as a Client Relationship Manager.
4. The Plaintiff and Ms Cahill were both appointed directors of the Defendant on the 9th of April 2024.
5. The Plaintiff and Ms Cahill were at all material times, the directing minds and controlling officers of the Defendant, acting on behalf of the Defendant with actual authority, alternatively ostensible authority, agreed to the following remuneration arrangements, which arrangements were thereafter adopted and performed by the Defendant:
 - 5.1. The Plaintiff and Ms Cahill would grant the Defendant shareholder loans to fund initial set up costs and the costs of working capital for the Defendant for the financial year ended December 2024.
 - 5.2. Subsequently working capital would be funded, firstly, from the net corporate revenues remaining after the payments required to satisfy obligations entered into by the Defendant are made, and secondly, by the injection of funds to provide financial assistance as may be mutually agreed upon.
 - 5.3. The Defendant would pay each the Plaintiff and Ms Cahill, a commission equal to 45% of the remaining profits, being the net sums available from the Defendant's business after deduction only of repayment of shareholder loans, payment of

capital and operational costs, and expenses or fees of the Defendant company, and reasonable reserves for anticipated future capital and operational costs, expenses and fees

(together the "**Original Terms**")

6. The Original Terms were agreed orally and were later evidenced in writing in a Shareholders Agreement prepared by the parties' legal advisors and circulated to the parties on or about February 2025, although it was not executed. The Plaintiff relies upon that draft not as a concluded agreement in its own right but as contemporaneous written evidence of the Original Terms. In particular, clauses 14.1 and 16.1 of that draft materially reflected the matters pleaded above concerning funding and remuneration entitlements.
7. In accordance with and in furtherance of the Original Terms, the Plaintiff contributed working capital to the Defendant's bank account and deposited revenue attributable to her work into the same account, and the Defendant thereby adopted and partly performed the Original Terms.
8. As a result of a breakdown in relations between the Plaintiff and Ms Cahill, the Plaintiff and Ms Cahill acting as directors on behalf of and with authority to bind the Company, agreed that as of June 2025, that the following arrangements would govern their terms of remuneration and employment moving forward:
 - 8.1. The Plaintiff would run the recruitment side of the company and take responsibility for the associated direct costs;
 - 8.2. Ms Cahill would run the consulting and coaching side of the company and pay the associated direct costs.
 - 8.3. Shared costs including Trade and Business licence renewal and associated professional fees, Directorship services and corporate administration fees, IT tech support and hosting charges for the website and Microsoft365, any legal costs associated with the Savvi Talent entity would be split evenly.
 - 8.4. Each of the Plaintiff and Ms Cahill would be responsible for their work permits and associated fees.

- 8.5. The Plaintiff would be entitled to the entire revenue generated from the recruitment side of the company.
9. Together, those arrangements varied the Original Terms as to the separation of business streams and the allocation of direct and shared costs, but otherwise left the remuneration arrangements pleaded above in place (the "**Revised Agreement**")
10. In furtherance of the Revised Agreement, the plaintiff and Ms Cahill caused separate business bank accounts to be established in order to separate their respective business affairs.
11. In or around November 2025, relations between the Plaintiff and Ms Cahill deteriorated further and Ms Cahill convened an EGM at which the Plaintiff was removed as a Director of the Company.
12. In order to resolve matters, the Plaintiff and the Defendant, acting by Ms Cahill on its behalf, agreed that the Plaintiff would transition out of her employment with the Defendant on the following terms:
- 11.1. She would not seek the renewal of her work permit and would cease employment on the 22nd of February 2026.
- 11.2. Until then she would continue to work as normal under the Revised Agreement.
13. Between June 2025 and January 2006 the Plaintiff worked for the Defendant on the revised terms including securing placements for candidates for which she was the effect cause of the successful generation of fees for the Defendant that became due and payable once the relevant candidate commenced employment between January 2026 and the date of the issue of this Writ.
14. In breach of that agreement, on the 7th of January 2026 without any notice, the Defendant terminated the Plaintiff's employment and removed her access to the bank account and has refused and/ or failed to account to the Plaintiff for, and to pay, the sums due under the Original Terms and/ or the Revised Agreement, including commission in respect of placements, introductions or mandates, introduced or materially procured

by the Plaintiff prior to termination, including revenue invoices or received after termination where her work was the effective or operative cause of that revenue.

AND THE PLAINTIFF CLAIMS:

1. An Account of all sums due to the Plaintiff under the Original Terms
2. An Account of all sums due to the Plaintiff under the Revised Agreement
3. Payment of all sums found due on the taking of said accounts;
4. Damages for wrongful dismissal and/ or breach of contract;
5. Interest thereon to be assessed.
6. Costs;
7. Such further or other relief as this Honourable Court deems just.

DATED this 13th day of March 2026.



KSG
Attorneys for the Plaintiff

TO: The Clerk of Court
AND TO: The Defendants

**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 installments 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.

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

CAUSE NO: OF 2026

BETWEEN:

XIRAN O'DOWD

PLAINTIFF

AND:

SAVVI RECRUITMENT CAYMAN LTD

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).....

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.

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

KSG
Attorneys at Law
4th Floor One Capital Place
136 Shedden Road
PO Box 2255 KY1-1107
George Town
Grand Cayman

Endorsement 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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This Writ and Statement of Claim is issued by KSG Attorneys at Law for the Plaintiff whose address for service is 4th Floor, One Capital Place, 136 Shedden Road, George Town, Grand Cayman. P.O. Box 2255, KY1-1107.