



COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO. G0096 OF 2026

BETWEEN

BRENDA-LEE GILLIAN LYONS

PLAINTIFF

AND

ALTON MARSHALL JOHNSON

RESPONDENT

WRIT OF SUMMONS

To the Defendant: **Alton Marshall Johnson, 34 Puffin Close, Bodden Town, Grand Cayman, Cayman Islands**

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 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 15th day of April 2026.

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

The Parties

1. The Plaintiff is a resident in the Cayman Islands who resides at 24 Coconut Drive, George Town, Grand Cayman, Cayman Islands.
2. The Respondent is a resident of the Cayman Islands whose physical address for service is 24 Puffin Close, Bodden Town, Grand Cayman, Cayman Islands.
3. The Parties were acquainted through the Respondent's role managing properties owned by the Plaintiff's father, on which both parties resided. The parties maintained a cordial, neighbourly relationship.
4. Eventually, the Respondent started his own business and was engaged to carry out landscaping work at the Plaintiff's property.

The Agreement

5. By agreement entered into between the Parties on 9th August 2025, evidenced by Whatsapp exchanges and bank transfer made from the Plaintiff to the Respondent, the Plaintiff lent the Respondent the sum of Thirty Thousand Cayman Islands Dollars (CI\$30,000.00).
6. The Respondent agreed to repay the Plaintiff CI\$8,500.00 on 11 September 2025, CI\$8,500.00 on 11 October 2025, CI\$8,500.00 on 11 November 2025 and a final payment of CI\$8,500.00 on 11 December 2025.

Breach of Contract

7. On 11th September 2025 the Respondent failed to make the agreed payment and failed to communicate with the Plaintiff. The Plaintiff therefore contacted the Respondent at which time the Respondent stated that he was unable to make the payments. The Plaintiff informed the Respondent that this would result in CI\$17,000.00 being due on 11th October 2025. The Respondent sent a screenshot of an invoice in the sum of CI\$7,450.00 that he had submitted to CUC for landscaping services stating that upon receipt of that payment from CUC, together with other income, he would make payment to the Plaintiff on 11th October 2025.

8. On or about 8th October 2025, the Respondent stated that he was waiting for a “partner draw” and that payment would be made to the Plaintiff upon receipt. To date the Respondent has failed to make said payment.
9. On 10th October 2025, at approximately 6:19pm, the Respondent informed the Plaintiff via a WhatsApp voice note that he was importing a truck for which he had a guaranteed sale, and from the proceeds of sale he would repay his debt to the Plaintiff. Contrary to this promise, the Respondent registered the vehicle in his company’s name and again failed to discharge his debt.
10. Despite his assurances, the Respondent failed to make the payment on 11th October 2025.
11. On 29th November 2025, the Respondent assured the Plaintiff that December “would not pass” without two payments being made. However, the Respondent again failed to complete his obligations to make the due payments.
12. On 29th December 2025, the Respondent listed the truck for sale on Ecay Trade and advised the Plaintiff that the full repayment of the debt owed would be made after the truck was sold. The Plaintiff reminded the Respondent that there was an agreement in place, and this continued non-payment was causing financial strain for multiple reasons. The Respondent failed to make any payment by 31st December 2025.
13. On 13th January 2026, the Respondent transferred CI\$6,000.00 to the Plaintiff’s bank account, followed by another payment in the sum of CI\$6,000.00 on 29th January 2026.

Demand for Payment

14. On 4th February 2026, after multiple unsuccessful attempts by the Plaintiff to recover the outstanding sums, a formal demand for payment was sent to the Respondent, requiring that the outstanding debt be repaid in full within seven (7) days. The Respondent has failed to repay the outstanding debt or acknowledge receipt of the demand letter.

Amount Outstanding

15. The total amount repaid to date is CI\$12,000.00.

16. The outstanding balance due and owing to the Plaintiff at the date of this Writ is CI\$30,000.00 together with any applicable interests and costs.

AND THE PLAINTIFF CLAIMS:

- a) CI\$30,000.00
- b) Interest per the *Judicature Act*.
- c) Costs
- d) Such other relief as the Honourable Court sees fit.

DATED this 15th day of April 2026

Perry & Anglin

PERRY & ANGLIN

Attorneys for the Plaintiff

**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 the Defendant's Acknowledgment of Service that the Defendant intends to contest the proceedings must also serve a defence on the attorney for the plaintiff (or on the plaintiff if acting in person).
3. 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 that Defendant's defence within the appropriate time, the Plaintiff may enter judgment against the Defendant without further notice.

4. 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 the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's 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 the Defendant.
3. Where the Defendant is sued in a name different from the Defendant's own, the form must be completed by the Defendant 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 that Partner's name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THAT PERSON'S OWN, the form must be completed by the Defendant with the addition in paragraph 1 of the description "trading as (.....)" after that Defendant's 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. G0096 OF 2026

BETWEEN

BRENDA-LEE GILLIAN LYONS

PLAINTIFF

AND

ALTON MARSHALL JOHNSON

RESPONDENT

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give that Attorney 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 the Defendant 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 the Defendant 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 Respondent

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, the Defendant must give the Defendant's post office box number and the physical address of the Defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant 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 that Plaintiff's name, address and reference, if any, in the box below.

Perry & Anglin Cayman Islands Law
3rd Floor, Harbour Centre, 42 N. Church St.,
George Town, Grand Cayman

PO Box 196, Grand Cayman, KY1-1301

Indorsement by Respondent's attorney (or by the Respondent if acting in person) of that Respondent's name and address in the box below:.