

**ID COURT OF THE CAYMAN ISLANDS**

CAUSE NO. of 2026

**JO-ANNE STEPHENS T/A
JACKSON STEPHENS****PLAINTIFF****MONICA ISABEL
GARRIDO MACHADO****1ST DEFENDANT****LUKE LAPOINTE****2ND DEFENDANT****WRIT OF SUMMONS**

TO: **Monica Isabel Garrido Machado**
Unit 3 Parkland Close, George Town
PO Box 1791, Grand Cayman, KY1-1109

Luke La Pointe
Unit 3 Parkland Close, George Town
PO Box 1791, Grand Cayman, KY1-1109

THIS WRIT OF SUMMONS has been issued against you by the above – named Plaintiff, Jackson Stephens attorneys for the Plaintiff whose address for service is Unit 3, GKF Park, Godfrey Nixon Way, George Town, Grand Cayman, Cayman Islands, in respect of the claim set out on the next page.

Within 14 days after 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, George Town, Grand Cayman, Cayman Islands the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action.

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

Issued this 8 day of July 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 renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff was at all material times trading as a law firm in the Cayman Islands.
2. The 1st Defendant and 2nd Defendant engaged the Plaintiff as legal counsel.
3. The relationship between the Plaintiff and the 1st and 2nd Defendants are governed by the Terms of Engagement (the "Terms") for the Plaintiff.
4. The 1st Defendant was employed to the company, Centre for Women Family and Child Health Ltd (CWFCF) and was recommended to the Defendants by a colleague who the Plaintiff assisted in successfully obtaining money owed by CWFCF.
5. In a meeting dated 23 July 2024, the Plaintiff explained the potential costs associated with litigation and the hourly charge rate for this matter.
6. The standard Terms govern the relationship between the Defendants and the Plaintiff.
7. The Terms were accepted by the Defendants and have subsequently been acknowledged in emails as governing the relationship between the Plaintiff and the Defendants.
8. The Plaintiff, among other things, successfully sued CWFCF in cause No 217 of 2024 and obtained a default judgment in favour of the 1st Defendant.
9. The Plaintiff then successfully enforced the judgment by obtaining a charging order over three parcels of land and bank accounts of the defendants in that claim No 217 of 2024.
10. The Plaintiff assisted the Defendants in filing cautions, charging orders with Lands and with negotiating with counsel for the defendants in that claim, prosecution counsel and the counsel for potential purchasers of one of the parcels that was for sale.
11. The Plaintiff advised the Defendants about the criminal trial POCA 20 of 2024 relating to the principal of CWFCF, Dr Deosaran, as it related to the nonpayment of pension to employees and advised them to include their claim for outstanding pension payments. They are now awaiting judgment in that matter in the Criminal court.
12. Additionally, the Plaintiff successfully negotiated a final charging order by consent with the directors of CWFCF which were registered on the 3 properties of the directors of CWFCF.
13. The Consent order included the repayment of the Defendant's legal fees to December 2024 of CI\$26,929.05 or US\$32,840.31 together with interest.
14. Two invoices were issued in this matter by the Plaintiff which are currently outstanding that is invoice 1001 which was sent on February 18 2025 and invoice 1036 on March 10 2025 which amount to US\$39,573.23 in total (the "Debt").
15. No payment has been made by the Defendants towards the Debt to date.
16. The Terms require that:

6.2 You should pay our invoices within thirty (30) days of receipt. We will be entitled to charge you interest at 1% per month from 30 days from the date of the invoice. Interest is charged on a daily basis.

6.3 If you have any queries about any invoice you receive please contact us immediately.

17. The Debt has been accepted by the Defendants on a number of occasions by various email with the Plaintiff. This includes but is not limited to emails between 20 May 2025 and 24 June 2025.
18. The Defendants also confirmed the amount outstanding in email dated November 11 2025 with the Plaintiff's counsel McGrath Tonner at the time.
19. Notwithstanding this, the Defendants have breached the Terms and have failed to pay the Debt or any part thereof.
20. The Defendants indicated that they did not have sufficient funds to pay and stated that the Plaintiff should wait until they received payment from CWFCH, if any.
21. The Plaintiff and its attorneys explained that the Terms require payment within 30 days and were not contingent on their receipt of funds from CWFCH.
22. Over the past year several reminders and demands for payment were made.
23. Additionally in the past nine months several attempts to settle this matter have been made by the Plaintiff and by its Counsel. However, the Defendants failed to enter into any meaningful discussions and have insisted on the Plaintiff waiting until the judgment in the Criminal matter is paid or otherwise until they receive funds from CWFCH or Dr Deosaran.
24. The Terms allow for interest of 1% per month to be paid on the Debt.
25. No payment has been made by the Defendants to reduce the balance outstanding.

Particulars of Damages

As result of the aforementioned breach, the Plaintiff has suffered losses and damages and seeks compensation from the 1st Defendant, and 2nd Defendant as follows:

1. Breach of the Terms/Outstanding Invoices	US\$39,573.23
2. Costs of legal counsel to date	US\$6,000 (est)
3. Interest to date	US\$6983.86
TOTAL	US\$52,557.09

26. Further, the Plaintiff claims interest upon any debt at the rate of 12 per cent per annum pursuant to the Terms and section 34 of the Judicature Act (2021 Revision) from today's date and continuing at a daily rate of US\$17.28 until judgment or sooner payment. Interest is also claimed on any further damages the courts orders pursuant to section 34 of the Judicature Act (2021 Revision) or otherwise as such rate as this Honourable Court deems fit.

Particulars of Injunction

27. The Plaintiff seeks an injunction restraining the Defendants whether by themselves their servants or agents or otherwise accepting or receiving or otherwise dealing with the proceeds of sale of property owned by Dr Deosaran South Sound Block 21B Parcel 101 and 21E Parcel 152 in which

the 1st Defendant has a charging order pending the determination of these proceedings or further order of the Court.

28. The Plaintiff seeks an injunction restraining the Defendants whether by themselves their servants or agents or otherwise accepting or receiving or otherwise dealing with the funds to be paid to the 1st Defendant pursuant to the claim in matter POCA 20 of 2024 pending the determination of these proceedings or further order of the Court.
29. There are serious issues to be tried.
30. The Plaintiff Claims against the 1st Defendant, and 2nd Defendant for:
 - 30.1. Payment of **US\$52,557.09**
 - 30.2. Damages
 - 30.3. Injunctions
 - 30.4. Interest
 - 30.5. Costs
 - 30.6. Further or other relief as this Honourable Court deems fit.

DATED at Grand Cayman this 8 July 2026



Jackson Stephens

Attorneys for the Plaintiff

This Writ was issued by Jackson Stephens attorneys for the Plaintiff whose address for service is Unit 3, GKF Park, Godfrey Nixon Way, George Town, Grand Cayman, Cayman Islands. Tel: 345-927-3467.

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

CAUSE NO. of 2026

BETWEEN:

JO-ANNE STEPHENS T/A PLAINTIFF
JACKSON STEPHENS

MONICA ISABEL 1ST DEFENDANT
GARRIDO MACHADO

LUKE LAPOINTE 2ND DEFENDANT

ACKNOWLEDGEMENT 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 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 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 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, 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.

Jackson Stephens attorneys for the Plaintiff whose address for service is Unit 3, GKF Park, Godfrey Nixon Way, George Town, Grand Cayman, Cayman Islands. Tel: 345-927-3467.

Indorsement by defendant's Attorney (or by defendant if suing in person) of that defendant's name, address and reference, if any, in the box below.