



COURT OF THE CAYMAN ISLANDS
STRY

CAUSE NO: OF 2026

BETWEEN:

CARLYLE OLIVER PARKINSON
(Trading as INNOVATION CONSTRUCTION) PLAINTIFF

AND

NCB CONSTRUCTION LTD.	1st DEFENDANT
NCB GROUP	2nd DEFENDANT
NCB HOMES LTD.	3rd DEFENDANT
ADRIAN MCMENAMIN	4th DEFENDANT
MARVIN JARVIS	5th DEFENDANT

WRIT OF SUMMONS

TO: NCB Construction Ltd. PO Box 10251 Grand Cayman, KY1-1003 Cayman Islands TO: NCB Homes Ltd. P.O. Box 472 Harbour Place, 2nd Floor, North Wing 103 South Church Street George Town, Grand Cayman KY1-1106 Cayman Islands TO: Andrian McMenamin PO Box 10251 Grand Cayman, KY1-1003 Cayman Islands	TO: NCB Group PO Box 10251 Grand Cayman, KY1-1003 Cayman Islands TO: Martin Jarvis PO Box 10251 Grand Cayman, KY1-1003 Cayman Islands
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This **WRIT** is filed by Paragon Law Cayman Limited, Attorneys for the Petitioner, whose address for service is PO Box 11159, Elizabethan Square, George Town, Grand Cayman KY1-1008, Cayman Islands, tel: 345-623-2519.

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 Fourteen days (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 KYI-1106, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings

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

Issued this 29th 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 unless renewed by order of the Court.

IMPORTANT

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

This **WRIT** is filed by Paragon Law Cayman Limited, Attorneys for the Petitioner, whose address for service is PO Box 11159, Elizabethan Square, George Town, Grand Cayman KY1-1008, Cayman Islands, tel: 345-623-2519.

PARTICULARS OF CLAIM

1. The Plaintiff is an individual, normally resident in Grand Cayman, Cayman Islands, and a sole trader and operator of a fully licensed construction business known as Innovation Construction. The Plaintiff was also the previous owner of Better Built Construction until he parted ways and formed Innovation Construction as a sole trader.
2. The 1st Defendant is a company incorporated in the Cayman Islands and is a fully licensed building contractor responsible for the construction of Catalina Bay residential complex in Grand Cayman.
3. The 2nd Defendant, NCB Group, is a company incorporated in the Cayman Islands.
4. The 3rd Defendant is a company incorporated in the Cayman Islands and is a developer of real estate and fully licensed in this jurisdiction and a subsidiary company of the 2nd Defendant.
5. The Plaintiff and the 1st Defendant entered into a subcontractor agreement with respect to construction work on the Catalina Bay residential complex.
6. The 4th Defendant is an individual, Andrian McMenamin, who was at all material times the quantity surveyor employed by the 1st and/or 2nd Defendant and authorized to sign subcontract agreements for the Catalina Bay project and on their behalf.
7. The 5th Defendant Martin Jarvis is an individual who was at all material times the project manager employed by the 1st and/or 2nd Defendant and authorized to sign subcontract agreements on their behalf.
8. Both the 4th and 5th Defendant, being authorized to do so, signed subcontract agreements with the Plaintiff to perform works at Catalina Bay, namely contract number 130-015, 130-016, 130-019 (two contracts, one relates to structural work, and the second to reinforced concrete work).

9. The Plaintiff performed subcontract work for the 1st Defendant pursuant to agreements relating to the Catalina Bay project. Invoices were submitted for payment as per the contract. However, not all were paid in full as some were partially paid with various percentages held as retention. Reference is made to Schedule 1, detailing the invoices submitted, payment amounts, retention amounts and those that were not paid at all.
10. The 1st Defendant made two payments to the Plaintiff by Bank of Butterfield cheque #001000 on the 7th October 2025 and cheque #001032 on the 4th November 2025 in the amounts of KYD\$ 31,178.16 and KYD\$30,673.85 respectively. Both cheques were returned for insufficient funds and resulted in bank fees levied against the Plaintiff.
11. On 26 June 2026, the Plaintiff caused a Demand Notice for payment to be sent to the 2nd Defendant demanding the sum of \$161,894.33, with a deadline to pay the outstanding sums within 10 business days. The communication contact details of the 1st Defendant are those of the 2nd Defendant.
12. The 2nd Defendant failed to make any payment towards the amount due by the stated deadline.
13. The Plaintiff has made several attempts over the past year to resolve the matter regarding the outstanding payments without the court's intervention without success and has been shunned with avoidance of accepting telephone calls or visits.
14. A schedule showing the particulars of the invoices payment and balances are attached to this Statement of Claim.

Statement of Claim:

AND THE PLAINTIFF claims:

1. Unpaid sums totaling KYD \$161,894.33 for;
 - i. Unpaid invoices \$54,530.40;
 - ii. Unpaid retention amount \$45,454.56;
 - iii. Returned cheques \$61,814.87; and
 - iv. Associated bank fees \$94.50

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2. Interest to be calculated daily after service of the Writ.
3. Costs and any other relief the court deems fit.

PLC

Paragon Law Cayman Limited

SCHEDULE 1

Invoice Number	Invoice Date	Invoice Amount CI\$	Percent Retained (%)	Amount Owing CI\$
001	28-09-2024	91,826.55	10	9,182.66
004	08-11-2024	39,337.93	5	1,966.90
005	24-11-2024	45,360.30	5	2,268.02
006	16-12-2024	49,968.95	10	4,996.90
007	13-01-2025	63,262.00	10	6,326.20
008	18-02-2025	17,683.11	5	884.16
008	18-02-2025	52,231.82	10	5,223.18
009	19-03-2025	34,772.25	10	3,477.23
012	18-05-2025	45,362.52	5	2,268.13
012	18-05-2025	58,751.57	10	5,875.16
019	20-08-2025	29,860.20	10	2,986.02
*021	21-09-2025	3,443.17	Returned cheque	3,443.17
*021	21-09-2025	9,953.40	Returned cheque	9,953.40
*021	21-09-2025	6,216.00	Returned cheque	6,216.00
*021	21-09-2025	34,642.40	Returned cheque	34,642.40
*021	21-09-2025	7,559.90	Returned cheque	7,559.90
023	20-10-2025	9,119.23	unpaid	9,119.23
024	19-11-2025	45,411.17	unpaid	45,411.17
		TOTAL OWING CI\$		161,799.83

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Acknowledgement of service of writ of summons (0.12, r.3)**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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

This **WRIT** is filed by Paragon Law Cayman Limited, Attorneys for the Petitioner, whose address for service is PO Box 11159, Elizabethan Square, George Town, Grand Cayman KY1-1008, Cayman Islands, tel: 345-623-2519.

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.

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IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL REGISTRY

CAUSE NO: OF 2026

BETWEEN:

CARLYLE OLIVER PARKINSON
(Trading as INNOVATION CONSTRUCTION)

PLAINTIFF

AND

NCB CONSTRUCTION LTD.

1st DEFENDANT

NCB GROUP

2nd DEFENDANT

NCB HOMES LTD.

3rd DEFENDANT

ADRIAN MCMENAMIN

4th DEFENDANT

MARVIN JARVIS

5th 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).....

Defendant (if in Person) or Attorney for the Defendant

This **WRIT** is filed by Paragon Law Cayman Limited, Attorneys for the Petitioner, whose address for service is PO Box 11159, Elizabethan Square, George Town, Grand Cayman KY1-1008, Cayman Islands, tel: 345-623-2519.

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.

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

Paragon Law Cayman Limited
Attorneys-at-Law
Amerigo House, Elizabethan Square
P.O. Box 11159
Grand Cayman KY1-1008
Cayman Islands

For service or delivery of documents, please call
345-623-2519

Indorsement 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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