



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO.: G

OF 2026

BETWEEN:

FLORIAN ZIEGLER

AND:

TRAVERS THORP ALBERGA

FIRST DEFENDANT

TRAVERS THORP ALBERGA GLOBAL

SECOND DEFENDANT

TO THE DEFENDANTS:

Travers Thorp Alberga of Harbour Place, Second Floor, 103 South Church Street, George Town, Cayman Islands, KY1-1106.

Travers Thorp Alberga Global of International Corporation Services Ltd. PO Box 472, Harbour Place, Second Floor, North Wing, 103 South Church Street, George Town, Cayman Islands, KY1-1106

THIS WRIT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within fourteen (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 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full particulars of your defense** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or to return the Acknowledgement of Service form containing full particulars of your defense, the Plaintiff may apply for a **default judgment** without further notice to you.

Issued this 27th day of August 2026.

IMPORTANT

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

STATEMENT OF CLAIMThe Parties

1. The Plaintiff is, and at all material times was a Partner in the First Defendant the terms of which were recorded in a Partnership Agreement dated 1 June 2025 (the "**PA**").
2. By a subscription letter dated 19 February 2025 the Plaintiff subscribed for and became a Class B member of the Second Defendant bound by and entitled to the benefit of its Memorandum and Articles of Association (the "**Articles**").
3. At all material times the First Defendant operated as a partnership pursuant to the PA and operates, inter alia, as a law firm.
4. At all material times the Second Defendant was and is an exempt company incorporated on 5 December 2008 with registration number 220865 and has its registered office at International Corporation Services Ltd. PO Box 472, Harbour Place, Second Floor, North Wing, 103 South Church Street, George Town, Cayman Islands, KY1-1106.

The PA

5. Amongst other things, the PA records at:
 - a. Clause 2.1 that "The terms of this Agreement shall be of application from the date hereof in substitution for any existing Agreement between the Partners of the Partnership to govern the affairs and operations of the Partnership and the rights and obligations of the Partners in substitution for all prior agreements."
 - b. clause 9.1 that "there shall be paid to each Partner monthly such sum by way of Draw as the Executive Committee may from time to time decide."
 - c. Clause 22.1 that the PA "...shall be governed by Cayman Islands Law to the jurisdiction of whose courts the partners hereto hereby exclusively submit."

This **Writ of Summons and Statement of Claim** is filed by Nelsons Legal, Attorneys-at-Law for the Plaintiff whose address for service is The Grand Pavilion, 802 West Bay Road, George Town, Cayman Islands, KY1-1201 (ref. JD/KM 8491-1).

6. Amongst other things the Articles provide at:
 - a. The definitions that Draw “means the monthly drawings of a partner from the relevant Group Member.”
 - b. The definitions that Profit Share “means the Draw and such Distributable Net Profits as are distributed to a Member for the relevant period...”
 - c. Article 12 that “Distributions to the Members in respect of profits for each Year shall comprise the aggregate of the Draw as determined for each Member by the Executive Committee from time to time and such of the Distributable Net Profits as the Executive Committee shall determine are payable to each such Member in the amounts to be determined...”
7. Pursuant to clause 9.1 of the PA and Article 12 of the Articles the Executive Committee determined that the Plaintiff’s monthly Draw would be US\$28,333.34 less relevant deductions such that the net Draw is US\$ 26,155.79.
8. Pay slips provided to the Plaintiff describe his Draw as “Monthly Salary”.
9. The Plaintiff remained a Partner and a Class B Member throughout July 2026.
10. The July Draw fell due but has not been paid.
11. In breach of the PA and/or the Articles the Defendants have failed to pay the Plaintiff his Draw for the month of July 2026.
12. By failing to pay the July 2026 Draw, the First Defendant, under the PA, and/or the Second Defendant, under the Articles, breached their respective obligations and caused the Plaintiff loss in the sum of US\$26,155.79, together with interest pursuant to section 34 of the Judicature Act (2021 Revision).

AND THE PLAINTIFF CLAIMS

- A. Payment of US\$26,155.79 in respect of the July 2026 Draw, or alternatively damages in that sum.

This **Writ of Summons and Statement of Claim** is filed by Nelsons Legal, Attorneys-at-Law for the Plaintiff whose address for service is The Grand Pavilion, 802 West Bay Road, George Town, Cayman Islands, KY1-1201 (ref. JD/KM 8491-1).

- B. Payment of such further Draw as has accrued and become payable after July 2026 or alternatively damages in the amount found due beyond the date of this Writ of Summons and Statement of Claim without limitation.
- C. Interest pursuant to section 34 of the Judicature Act (2021 Revision) at the rate of $2^{3/8}\%$ from 1 August 2026 and calculated in the sum of US\$44.25 and accruing at the daily rate of US\$1.70.
- D. Such further or alternative relief as the Court determines.
- E. Costs.

Dated this 27th day of August 2026



Nelsons Legal - Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court
AND TO: Travers Thorp Alberga
AND TO: Travers Thorp Alberga Global

IN THE GRAND COURT OF THE CAYMAN ISLANDS**CAUSE NO.: G****OF 2026****BETWEEN:****FLORIAN ZIEGLER****AND:****TRAVERS THORP ALBERGA****FIRST DEFENDANT****TRAVERS THORP ALBERGA GLOBAL****SECOND 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.

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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.

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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 is acknowledged accordingly

Signed

Attorney for the Defendant

Address for service:

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

Nelsons Legal
The Grand Pavilion, 802 West Bay
Road, George Town, Grand Cayman
Ref: KM/JD/8491-1

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

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, 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

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.