

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

| | | |
|--------------------------------|---|------------------------------------|
| COMPANION PROPERTY & |) | |
| CASUALTY INSURANCE |) | Civil Action No.: 3:15-cv-1300-JMC |
| COMPANY(n/k/a/ SUSSEX |) | |
| INSURANCE COMPANY), |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| U.S. BANK NATIONAL |) | |
| ASSOCIATION, |) | |
| |) | |
| Defendant and |) | |
| Third-Party Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| REDWOOD REINSURANCE SPC, LTD., |) | |
| SOUTHPORT LANE ADVISORS, |) | |
| SOUTHPORT SPECIALTY FINANCE, |) | |
| ADMINISTRATIVE AGENCY |) | |
| SERVICES, and ALEXANDER |) | |
| CHATFIELD BURNS, |) | |
| |) | |
| Third-Party Defendants. |) | |
| _____ |) | |

REQUEST FOR SERVICE ABROAD OF JUDICIAL OR EXTRAJUDICIAL DOCUMENTS PURSUANT TO THE CONVENTION ON THE SERVICE ABROAD OF JUDICIAL AND EXTRAJUDICIAL DOCUMENTS IN CIVIL OR COMMERCIAL MATTERS, SIGNED AT THE HAGUE, THE 15TH NOVEMBER 1965

The United States District Court for the District of South Carolina presents its compliments to the appropriate judicial authority of the Cayman Islands, and respectfully requests international judicial assistance to effect service of a Summons and a Third Party Complaint in a civil proceeding before this Court in the above-captioned matter. This Court

requests that assistance described herein as necessary in the interests of justice. The assistance requested is that the appropriate judicial authority of the Cayman Islands effect service of the Summons and Third-Party Complaint on:

Redwood Reinsurance SPC, Ltd. (in official liquidation)
R/O Ernst & Young Ltd.
62 Forum Lane
Camana Bay, PO Box 510,
Grand Cayman KY1 1106
Cayman Islands

Facts

1. On March 20, 2015, Companion Property and Casualty Company (n/k/a Sussex Insurance Company) (“Companion”) filed a Complaint against U.S. Bank National Association (“U.S. Bank”) in the United States District Court for the District of South Carolina, asserting claims of breach of contract, breach of fiduciary duty, negligence/gross negligence, negligent misrepresentation, equitable estoppel, and violation of the South Carolina Unfair Trade Practices Act. On May 18, 2015, U.S. Bank moved to dismiss the Complaint for failure to state a claim. On November 24, 2015, this Court granted U.S. Bank’s motion in part and denied it in part. This Court dismissed the claims of equitable estoppel and violation of the South Carolina Unfair Trade Practices Act, but denied U.S. Bank’s motion as to the remainder. On January 15, 2016, U.S. Bank filed an answer to the four remaining counts and asserted counterclaims against Companion for breach of contract and negligent misrepresentation.

2. On January 29, 2016, U.S. Bank, as the Third-Party Plaintiff, filed a Third-Party Complaint and named Redwood Reinsurance SPC, Ltd (“Redwood”) as a Third-Party Defendant, among other named Third-Party Defendants. U.S. Bank’s Third-Party Complaint

asserts claims against Redwood for Apportionment, Contribution, Contractual Indemnification, and Equitable Indemnification.

3. Redwood was a reinsurance company that maintained its principal place of business in the Cayman Islands and is regulated by the Cayman Islands Monetary Authority. On or around September 26, 2014, Redwood was placed into voluntary liquidation in the Cayman Islands. Keiran Hutchison and Claire Loebell of Ernst & Young Ltd. were appointed as joint voluntary liquidators (“JVLs”) of Redwood in the Cayman Islands. On October 10, 2014, Redwood was placed into official liquidation pursuant to an Order of the Cayman Grand Court and the JVLs were appointed joint official liquidators of Redwood.

4. Two copies of each of the Summons and the Third Party Complaint are enclosed for the purposes of service upon Redwood.

5. After service of the Summons and the Third-Party Complaint has been accomplished on Redwood, a certificate must be completed stating that the documents have been served and the method, the place and the date of service and the person to whom the documents were delivered. Fed. R. Civ. P. 4(l).

Fees and Costs

The fees and costs incurred by the judicial authority of the Cayman Islands that are reimbursable pursuant to the Convention will be borne by U.S. Bank. The payment of any such fees and costs is without prejudice to U.S. Bank making a subsequent request to be reimbursed for these costs.

WITNESS, the signature and seal of The Honorable J. Michelle Childs, United States District Judge, United States District Court for the District of South Carolina, this 8th day of February, 2016.



s/J. Michelle Childs
J. Michelle Childs
United States District Judge