Neutral Citation Number: [2026] CIGC (FSD)26

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO. FSD 314 OF 2025 (NSJ)

BETWEEN:

ABSOLUTE DIGITAL TECHNOLOGY MANAGEMENT LLC
PLAINTIFF

AND

(1) CARLOS LUIS SALAS PORRAS
(2) STEPHEN JOSEPH CHOR LYNCH
(3) MARK YONG KHONG YOONG
(4) EMILY HWANG MEI CHEN
DEFENDANTS

Before:	**The Hon Justice Segal**
Appearances:	**Mr Corey Byrne and Ms Raedean Simpson of Ogier for the Plaintiff**
Heard:	**9 April 2026**
Decision:	**9 April 2026**
Draft judgment circulated:	**10 April 2026**
Judgment:	**14 April 2026**

JUDGMENT ON APPLICATION FOR LEAVE TO SERVE OUT, FOR SUBSTITUTED SERVICE AND EXTENSION OF VALIDITY OF THE WRIT

Introduction

1. Yesterday I heard various *ex parte* applications made by the Plaintiff.

2. There were two main applications before the Court as set out in the Plaintiff's amended *ex parte* summons dated 2 April 2026 (the ***Summons***):

   (a). an application for leave to serve its writ and statement of claim dated 3 November 2025 (the ***Writ and Statement of Claim***) out of the jurisdiction pursuant to GCR O.11, r.1(1)(c) and r.1(1)(ff) in the manner set out in the Summons.

   (b). an application pursuant to GCR O 6, r.8(2) that the validity of the Writ be extended for a term of 4 months from 3 May 2026 to 3 September 2026.

3. Mr Byrne of Ogier appeared and made submissions for the Plaintiff. Mr Byrne took me carefully and in detail through the relevant evidence and set out his submissions in a clear and helpful way. Mr Byrne was at pains to ensure that the Court was fully appraised of the key facts and matters and that the Plaintiff had discharged its duty of full and frank disclosure in the view of the ex parte nature of the Summons.

4. At the end of the hearing, I confirmed that I was satisfied that the Plaintiff had made out its case for obtaining, and that the Court should exercise its discretion to grant, the relief sought in the Summons, subject to a few minor amendments (which I explain below) and on the basis of Mr Byrne's undertaking that the Plaintiff would file before 4pm on Tuesday 14 April 2026 a further affidavit putting in evidence its explanation as to why there had been a delay in serving the Writ and Statement of Claim (to adduce in evidence the explanation set out at [59] of the Plaintiff's written Skeleton Argument). I also confirmed that I would provide a written judgment briefly explaining my reasons for this decision, which I now do.

Brief background

5. The Plaintiff is a Cayman limited liability company incorporated under the Limited Liability Companies Act (the ***LLC Act***). From its incorporation until 10 January 2024, the First and Second Defendants (together, the ***Managers***) were the managers of the Plaintiff. Since 10 January 2024, the sole manager of the Plaintiff has been Mr Ryan Terribilini (***Mr Terribilini***).

6. Between 18 July 2021 and 27 September 2021, the Plaintiff made an investment in Pierce 50 SP (the ***Pierce SP***), which is a segregated portfolio of Coinful Capital Fund SPC (***CCF***).The investment was in the amount of US$34,991,000 (in both fiat and cryptocurrency stablecoin) (the ***CCF Investment***). CCF is a Cayman Islands incorporated segregated portfolio company which had the Managers as its directors. The Managers represented that the investment objective of Pierce 50 SP was to achieve capital appreciation through the purchase and resale of over-the-counter commodities, primarily through trading gold bullion directly with small and medium sized gold producers in Sub-Saharan Africa and specifically Zimbabwe and South Africa. CCF was the feeder fund in a master-feeder structure which included Coinful Capital Master Fund SPC and Coinful Capital Fund LLC (the ***Coinful Group***).

7. On 5 July 2023, Justice Doyle ordered that CCF be placed into official liquidation following the presentation of a petition by another investor, Mr Kang Wei "Jack" Ser (***Mr Ser***). The Plaintiff says that following the appointment of the official liquidators it became clear that the Coinful Group had been perpetrating a significant fraud against its investors including the Plaintiff. The Plaintiff alleges that this fraud was initiated and managed by the Managers in conjunction and with the assistance of the Third and Fourth Defendants.

8. The Plaintiff says that in the period from shortly before the appointment of the official liquidators to CCF and the Managers' resignation as managers of the Plaintiff (between 8 May 2023 and 6 October 2023), the Managers transferred a total of US$18,455,959.64 worth of the stablecoin Tether or USDT to cryptocurrency wallet addresses likely to have been controlled by Lazarus Securities Pty Ltd (***Lazarus***) (the investment manager of

CCF) and/or the Managers (the ***2023 Dissipation***). The Plaintiff says that while it remain unclear precisely what has happened to these assets they appear to have subsequently been dissipated. The Plaintiff says that there is no evidence that there was any commercial justification for the 2023 Dissipation.

9. On 26 February 2024, Mr Ser and a BVI company controlled by him, Lucent Trading Limited (***Lucent***), made a complaint to the Taiwanese Ministry of Justice in relation to the alleged fraud perpetrated by the Coinful Group. The Taiwanese Ministry of Justice Investigation Bureau then conducted an investigation and interrogated the Managers and Mr Ser. Copies of the interrogation transcripts were exhibited to Mr Terribilini's First Affidavit (***T-1***) and relied on by the Plaintiff. Mr Terribilini in T-1 at [55] said that during his interrogations the First Defendant had identified the Third Defendant as the mastermind behind the fraudulent scheme perpetrated by the Coinful Group and alleged that some of the allegedly forged documents had been provided to him by the Third Defendant. In particular, the First Defendant had admitted that all of the funds paid by investors to CCF had been dissipated and that the money went to the Third Defendant.

10. On 24 February 2025, the Managers were indicted by the Taiwanese Criminal Court (the ***Taiwanese Criminal Proceedings***) on charges including operating a securities underwriting business without approval, fraud and forgery of documents in contravention of the Criminal Code, the Banking Act, and the Securities and Exchange Act. There will be a criminal trial in due course.

11. On 11 July 2025, Mr Ser and Lucent issued proceedings in Singapore against the First, Third and Fourth Defendants in connection with the allegedly fraudulent scheme perpetrated by the Coinful Group (the ***Singapore Proceedings***). The claims included in the statement of claim in the Singapore Proceedings include claims for misrepresentation, unlawful means conspiracy and unjust enrichment. The Third and Fourth Defendants have filed defences in the Singapore Proceedings.

12. On 21 July 2025, the High Court of The Republic of Singapore (the ***Singapore Court***) granted a Mareva injunction on an *ex parte* basis prohibiting the First, Third and Fourth Defendants from, among other things, dealing with assets up to the value of US$38,614,846 (the ***Singapore Mareva Injunction***). In support of the Singapore Order,

Mr Ser and Lucent filed four affirmations (see T-1 at [61]): (a) the affidavit of Mr Ser, which provides extensive background to his and Lucent's investment in the Coinful Group and the involvement of the Third and Fourth Defendants' in the allegedly fraudulent scheme perpetrated by the Coinful Group; (b) the affidavit of Mathilde Stephane Nathalie Deffieux, a former employee of the Third and Fourth Defendants, which describes her understanding of the Third Defendant's operations in Zimbabwe, the business relationship between the First and Third Defendants and the business and financial relationship between the Third and Fourth Defendants; (c) the affidavit of Patrick James, an investor who claims to have been defrauded in the amount of US$2 million by the Third Defendant in relation to an alleged gold trading scheme in Zimbabwe and (d) the affidavit of Muhammad Aamir Mukati who provides money changing services in Zimbabwe and South Africa. Mr Mukati states that the Third Defendant represented that he was exporting gold on behalf of BetterBrands Investment (Private) Limited (***BetterBrands***) and was looking for a way to bring US dollars into Zimbabwe. The arrangement between the parties was that Mr Mukati would provide US dollars in exchange for gold on sale by the Third Defendant who would then transfer the funds to Mr Mukati. However, Mr Mukati says that he was also defrauded when the Third Defendant stopped making payments to him as agreed. Mr Mukati believes that letters that he was shown by the Third Defendant were forged.

13. On 19 December 2025, the Singapore Court refused to set aside the Singapore Mareva Injunction finding, among other things, that the Mr Ser and Lucent had made out a good arguable case that both the Third and Fourth Defendants were involved in the fraudulent gold trading investment scheme and that there was a real risk of dissipation (the ***2025 Singapore Judgment***).

The Writ

14. The claims (the ***Claims***) against the Defendants in the Writ and Statement of Claim fall into four categories:

    (a). that the First and Second Defendants, as managers of the Plaintiff, have breached their fiduciary duty of good faith under the LLC Act, common law and/or equity by: (i) causing the Plaintiff to make the CCF Investment, procuring the Plaintiff to

make the CCF Investment and/or agreeing that the Plaintiff would make the CCF Investment; and (ii) causing the Plaintiff to effect the 2023 Dissipation and/or procuring, facilitating and/or failing to prevent the 2023 Dissipation (the ***Breach of Duty Claims***).

(b). that the Third and Fourth Defendants have dishonestly assisted the Managers in breaching their duties in respect of the CCF Investment including by playing key roles in orchestrating and facilitating the fraudulent scheme, including structuring shell entities and misleading investment arrangements (the ***Dishonest Assistance Claims***).

(c). that the Defendants (or any two or more together) have conspired and combined together to carry out a fraudulent investment scheme including the CCF Investment and the 2023 Dissipation with wrongful and dishonest intent to injure the Plaintiff by unlawful means, resulting in loss of its assets (the ***Conspiracy Claims***).

(d). that the Defendants (or any one of them) have been unjustly enriched by receipt of the proceeds of the CCF Investment and/or the 2023 Dissipation and benefits from the dissipated funds, which were extracted at the Plaintiff's expense, without consideration and for fraudulent purposes (the ***Unjust Enrichment Claims***).

Leave to serve out

What does the Plaintiff need to establish?

15. Since none of the Defendants are residents of the Cayman Islands, service of the Writ and Statement of Claim out of the jurisdiction is only permissible with the leave of the Court in accordance with GCR O.11, rule 1(1).

16. In summary, to obtain permission an applicant must satisfy the Court that:

(a). there is a good arguable case that the claim meets at least one of the grounds for service out of the jurisdiction set out in GCR O.11, r.1 which seek to ensure that there is sufficient connection between the claim and this jurisdiction to justify a

Cayman Court assuming jurisdiction over the dispute. The relevant standard is a good arguable case, which is a higher standard than a merely arguable case but short of a requirement to show that the case is likely to succeed on the balance of probabilities.

(b). there is a serious issue to be tried on the merits of the claim. The Court will not permit service out of the jurisdiction if the claim is frivolous or groundless. A serious issue means a substantial question of law or fact or both. The test is the same as that applied to resist an application for summary judgment, that is whether there is a real as opposed to a fanciful prospect of success.

(c). in all the circumstances, Cayman is clearly or distinctly the appropriate forum for the trial of the dispute (the *forum conveniens*), and the Court ought to exercise its discretion to permit service of the proceedings out of the jurisdiction. Cayman will be the appropriate forum if it is the most suitable jurisdiction for trying the claim in the interests of all the parties and in the interests of doing justice. In assessing the appropriateness of the forum, the Court will have regard to various factors to determine with which forum the action has the most real and substantial connection. These include where the witnesses and the relevant documentary material are located, whether the parties are resident here or carry on business in this country, where the wrongful acts occurred or harm was suffered, and whether English law governs the dispute. Parallel proceedings in multiple jurisdictions giving rise to a risk of inconsistent judgments is also an important factor.

The jurisdictional gateways relied on

17. As I have noted, the jurisdictional gateways relied on by the Plaintiff are those set out in GCR O.11, r.1(1)(c) and r.1(1)(ff). These are:

> *(c) the claim is brought against a person who has been or will be duly served within or out of the jurisdiction and a person out of the jurisdiction is a necessary or proper party thereto.*
>
> *(ff) the claim is brought against a person who is or was a director, officer or member of a company registered within the jurisdiction or who is or was a partner of a partnership, whether general or limited, which is governed by the laws of the Islands and the subject matter of the claim relates in any way*

> *to such company or partnership or to the status, rights or duties of such director, officer, member or partner in relation thereto.*

18. The Plaintiff argues that the claims in the Writ and Statement of Claim against the Managers fall within r.1(1)(ff) including the Breach of Duty Claim and arguably also the Conspiracy and Unjust Enrichment Claims since the Managers engaged in the unlawful conspiracy and were unjustly enriched by reason of their position as managers of the Plaintiff.

19. The Plaintiff submits that despite the fact that this gateway does not expressly refer to managers of a limited liability company, the reference to directors and officers should be taken to include managers of Cayman limited liability companies and the reference to company should be taken to include such a limited liability company. The Plaintiff referred to and relied on section 27 of the LLC Act, which sets out the rights and obligations of managers, and to section 60 of the LLC Act, which confirms that other legislation applies to limited liability companies and references to a 'director' in that legislation shall be deemed to include references to managers as long as such reference is not inconsistent with the LLC Act.

20. Section 60 of the LLC Act is in the following terms (my underlining):

> *"Unless the context otherwise requires, and except in so far as inconsistent with the express provisions of this Act or the nature of a limited liability company –*
>
> *(a) references in other Laws of the Islands (other than for the Companies Act (2025 Revision), except to the extent expressly provided otherwise in this Act) to a Cayman Islands "company" or to a "company formed under the Companies Act (2025 Revision)" or to a company "registered under the Companies Act (2025 Revision)" (or other similar reference to a company and the Companies Act (2025 Revision)) shall include a limited liability company formed or registered under this Act;*
>
> *(b) references to a "share" of such a company shall be deemed to include a LLC interest;*
>
> *(c) references to a "shareholder" of such a company shall be deemed to include a member of a limited liability company; and*
>
> *(d) references to a "director" of such a company shall be deemed to include references to a manager of the limited liability company."*

21. I accept that the effect of section 60 of the LLC Act is that the reference to "*director*" in GCR O.11, r.1(1)(ff) is deemed to include a manager of a limited liability company. The section is to be read as stating that references in any Cayman Islands' *Laws* to a director of a company are deemed to include and refer to a manager of a limited liability company. The question arises as to whether the GCRs are *Laws* for this purpose. It seems to me that they are by virtue of the Interpretation Act (1995 Revision). Section 2 defines a law as *" any Law and any regulations made thereunder ..... .*" In section 3, regulations are defined as including "*rules, bye-laws, proclamations, orders, schemes, notifications, directions, notices and forms.*" The GCR are made pursuant to the rule making power granted to the Grand Court Rules Committee by section 19(3) of the Grand Court Act (2026 Revision). The GCR are therefore *Laws* for the purpose of section 60 of the LLC Act.

22. GCR O.11, r.1(1)(ff) therefore extends to claims brought against the Managers (the First and Second Defendants) if and to the extent that "*the subject matter of the claim relates in any way to [the limited liability] company ... or to the status, rights or duties of such director, officer, member or partner in relation thereto*. As the Plaintiff submits, the subject matter of the Breach of Duty Claims is the duties of the Managers. I note the Plaintiff relies in the Writ and Statement of Claim on a breach by the Managers' of a duty of good faith arising pursuant to section 26(4) (or at common law or in equity). Section 26(4) states that *"Subject to any express provisions of a LLC agreement to the contrary, a manager shall not owe any duty (fiduciary or otherwise) to the limited liability company or any member or other person in respect of the limited liability company other than a duty to act in good faith in respect of the rights, authorities or obligations which are exercised or performed or to which such manager is subject in connection with the management of the limited liability company provided that such duty of good faith may be expanded or restricted by the express provisions of the LLC agreement."* As can be seen, section 26(4) is made subject to the provisions of the applicable limited liability agreement but in this case the Operating Agreement is silent as to the duties owed by the Managers.

23. As regards the Conspiracy and Unjust Enrichment Claims, I am prepared to accept for the purpose of this *ex parte* application that the reference to the requirement that "*the subject matter of the claim relates in any way to [the limited liability] company*", a

provision which is drafted very widely, covers any claim against managers of a limited liability company which is based on action taken by a manager in his/her capacity as manager or in relation to the property and assets of the limited liability company which he/she was required to manage. On this basis I accept the Plaintiff's submission that since it claims that the Managers engaged in the unlawful conspiracy and were unjustly enriched by reason of their position and as a result of action related to their role as managers of the Plaintiff, the Conspiracy and Unjust Enrichment Claims fall within the ambit of GCR O.11, r.1(1)(ff).

24. I note that the Plaintiff argues that where various claims are made in a writ it is not necessary for each head of claim to come within one of the jurisdictional gateways in GCR O.11, r.1 as long as at least one of the claims does so. The Plaintiff relied on the short note of the judgment of Chief Justice Smellie (as he then was) in *AHAB v Saad* [2010 (2) CILR Note 6] (the full unreported judgment is dated 29 September 2010 and can be viewed on the Unreported Judgments website, and this judgment cross-refers to an earlier judgment of the former Chief Justice). In view of my decision that the subject matter of the Conspiracy and Unjust Enrichment Claims against the Managers is to be treated as coming within GCR O.11, r.1(1)(ff), I do not need to deal with the question of whether if that conclusion were incorrect, leave could otherwise be granted to prosecute these claims because the Breach of Duty Claims do fall within sub-rule (ff). I would simply note that Dicey Morris & Collins (16th ed.) at [11-108] state that *"... if proceedings fall within one or more of the clauses [i.e. sub-paragraphs in GCR O.11, r.1] it is not permissible to litigate any other cause of action which does not fall within of the clauses*" with an extensive citation of authority at footnote 345 (Dicey Morris & Collins' discussion is not based on the clause (4A) adopted in 2015 and added as [3.1(4A)] of PD6B in England and Wales which permits leave to be given where a claim is made under certain other clauses in respect of a "*further claim ... against the same defendant which arises out of the same or closely connected facts*").

25. As regards the claims against the Third Defendant and the Fourth Defendant, the Plaintiff argues that the Dishonest Assistance Claims, the Conspiracy Claims and the Unjust Enrichment claims are within GCR O.11, r.1(1)(c) because the Third Defendant and the Fourth Defendant are necessary and proper parties to the proceedings brought against the Managers. I agree.

26. It is clear that the Third and Fourth Defendants are proper parties (it is not necessary to show that they are also necessary parties). In his judgment in *AK v Kyrgyz* [2012] 2 AC 495 (JCPC) at [87] Lord Collins said this:

> *"…. the question whether D2 is a proper party is answered by asking: "supposing both parties had been within the jurisdiction would they both have been proper parties to the action?": Massey v Heynes & Co 21 QBD 330 , 338, per Lord Esher MR. D2 will be a proper party if the claims against D1 and D2 involve one investigation: Massey v Heynes & Co , p 338, per Lindley LJ; applied in Petroleo Brasiliero SA v Mellitus Shipping Inc (The Baltic Flame) [2001] 1 Lloyd's Rep 203 , para 33 and in Carvill America Inc v Camperdown UK Ltd [2005] 2 Lloyd's Rep 457 , para 48, where Clarke LJ also used, or approved, in this connection the expressions "closely bound up" and "a common thread": at paras 46, 49.*"

27. It seems to me that the claims against the Managers and the Third Defendant and the Fourth Defendant arise out of the same or closely related facts and so can properly be said to "*involve one investigation."* In my view, the Plaintiff is right to assert that there are common questions of law and fact which arise against all of the Defendants relating to the alleged fraud perpetrated by the Coinful Group. It is alleged that all of the Defendants acted together in carrying out the fraudulent scheme conducted by the Coinful Group and the investigation of the Third and Fourth Defendants' liability would be the same as that and will be inextricably connected with the investigation required in respect of the Claims against the Managers, since the Claims are based on the same underlying facts.

Serious issue to be tried on the merits of the claim

28. I also accept the Plaintiff's submission that there is a serious issue to be tried on the merits in relation to each of the Claims and that the relevant threshold is met. The Claims as pleaded in the Writ and Statement of Claim (and as supported by the evidence adduced to date) raise substantial question of law and fact. They at least have a real as opposed to a fanciful prospect of success.

29. I appreciate that the Claims make serious allegations of dishonesty against the Defendants and their success will depend not only on the documentary evidence but also the oral testimony of the Defendants and other witnesses. At this stage I can only make a summary assessment of the merits of the Claims based primarily on the Plaintiff's pleaded case in the Writ and Statement of Claim.

30. At the hearing Mr Byrne took me through much of the evidence adduced in these proceedings to date and also the transcripts of the interrogations of the First Defendant and the Third Defendant in the Taiwan criminal investigation and the orders and the judgment of the Singapore Court, in particular the Singapore Mareva Injunction and the 2025 Singapore Judgment. Mr Byrne took me to various passages in the careful, detailed and impressive judgment of Justice Tan Siong Thye in which Justice Tan noted (at [4]) that the background facts were "*hotly contested*" and set out the challenges made to the Singapore Mareva Injunction and his findings (including findings as to the reliability of the Third Defendant's evidence, his challenges to the authenticity of the transcripts and the involvement of the Third Defendant and Fourth Defendant in the alleged frauds in South Africa and Zimbabwe. I found this material, in particular Justice Thye's judgment, helpful background and taken it into account, as showing the nature, scale, seriousness and substance behind the allegations of fraud against the Defendants and the existence of evidence of the close connection between the Managers and the Third and Fourth Defendants (and of the involvement of the Fourth Defendant in the conduct relied on in the Writ and Statement of Claim) and generally as supportive of the Plaintiff's position. However, I recognise and take into account the fact that these materials are only to be given limited weight. I note that the findings of Justice Tan are not final or binding on this Court, the Third Defendant and the Fourth Defendant have challenged the reliability of the transcripts and other evidence adduced in the Singapore Proceedings, that this evidence cannot be treated as validated evidence in these proceedings, that the claims made in Singapore although closely related to the Claims are made by different claimants and are different and of course that the Defendants have not yet had an opportunity to give their own evidence on these matters.

Is Cayman clearly the appropriate forum for the trial of the dispute and should the Court exercise its discretion to permit service of the proceedings out of the jurisdiction?

31. I am satisfied that the Cayman Islands is clearly the appropriate forum for the trial of the dispute (the *forum conveniens*) pleaded in the Writ and Statement of Claim and that the Court ought to exercise its discretion to permit service of these proceedings out of the jurisdiction. The Cayman Islands is in the circumstances the most suitable jurisdiction for trying the Claims in the interests of all the parties and in the interests of doing justice.

32. The Plaintiff submitted that the authorities showed that when a claimant had satisfied gateway (ff) it followed that *prima facie* the Cayman Islands was to be regarded as the most appropriate forum to determine claims based on breaches of duty involving a Cayman vehicle. Gateway (ff) was unique to the Cayman Islands and had a special status which weighed strongly in favour of treating Cayman as the *forum conveniens*. In *KTH Capital Management Ltd v China One Financial Ltd* [2004-05 CILR 213], Smellie CJ had observed (at [23]) that as a matter of public policy, in determining the appropriate forum for the trial of a matter, the Court must have regard to the reasonable expectation of companies incorporated in the Cayman Islands that the Cayman Court will be competent and able to resolve any disputes that may arise. The Plaintiff also noted that in *Daiwa v Al Sanea* (Unreported, 19 August 2019) Smellie CJ had cited with approval the judgment of Foster J in *Re Cairnwood Global Technology Fund Ltd* [2007] CILR 193 to the effect that the Court has jurisdiction to hear a claim falling within gateway (ff) notwithstanding that the connection between the plaintiff and the Cayman Islands is "*minimal and purely formal.*"

33. I accept that in a case where GCR O.11, r.1(1)(ff) applies (so that "*the subject matter of the claim relates in any way to such company or partnership or to the status, rights or duties of such director, officer, member or partner in relation thereto*") the starting point in the analysis of *forum conveniens* is that the Cayman Islands will be the appropriate forum in which to adjudicate the dispute. The governance and management of Cayman incorporated vehicles and investment funds/structures and the performance of their duties and obligations by those charged with the responsibility of managing them, are matters of particular concern for this jurisdiction which this Court has an interest in and strong wish to supervise. Insiders who have agreed to be appointed as directors or managers, or who become members of, of Cayman entities must be taken to have understood and accepted this.

34. But this factor, though of considerable weight, is only the starting point and the Court is required to consider and give appropriate weight to other relevant factors (the Court is required to consider what is the appropriate forum having regard to the interests of all the parties and in the interests of doing justice).

35. In this case the Claims involve activity in multiple jurisdictions, Defendants resident in different jurisdictions and proceedings including criminal prosecutions which have already commenced in Taiwan, Zimbabwe and Singapore. I take these matters into account but it seems to me that the Plaintiff is right to say that having regard to the nature of the dispute pleaded in the Writ and Statement of Claim and all the circumstances, Cayman is the appropriate forum to deal with the Claims.

36. I accept the Plaintiff's submission that the following factors are of particular relevance and support this conclusion. First, this jurisdiction is the most suitable venue for trying and dealing with disputes concerning the duties and obligations of managers (and the governance and management) of Cayman limited liability companies which are created and governed by the local statutory regime. Secondly, there is no obviously other more appropriate forum. The Writ and Statement of Claim relates to conduct which may have occurred in a number of different jurisdictions including Taiwan, Zimbabwe, South Africa and Singapore. Thirdly, I note that Singapore is potentially an appropriate forum since proceedings against the First, Third and Fourth Defendants are already well advanced there and involve closely related frauds and facts and activities which will need to be investigated in the trial of the Writ and Statement of Claim. However, it is unclear that the Claims could be litigated there and what benefits would flow from doing so and in any event it seems to me that the Cayman connections and factors are sufficiently strong in this case such that the mere existence of the proceedings in Singapore does not displace Cayman as the *forum conveniens*. Fourthly, the Plaintiff noted that the jurisdiction with the closest connection to the dispute dealt with in the Writ and Statement of Claim other than the Cayman Islands may arguably be Taiwan given that the Managers are residents of Taiwan and it appears that the fraud may have at least partly been perpetrated out of their offices in that jurisdiction, leading to their arrest by the Taiwanese authorities. However, as the Plaintiff argued, it remains preferable, without in any way questioning the expertise and quality of the judiciary in Taiwan, that this Court deal with the Claims as it is better placed to resolve a dispute concerning the duties of managers of Cayman LLCs. None of the other parties or individuals have any connection to Taiwan (the Plaintiff is incorporated in the Cayman Islands, the Third and Fourth Defendants are residents of Singapore and Mr Terribilini is a resident of the USA). Fifthly, all of the Claims, other than possibly the Conspiracy Claim, are likely to be governed by Cayman Islands law. Sixthly, it is likely that all of the parties speak English and most of the key

documents are likely to be in English, so that conducting the proceedings here will not give rise to problems or be difficult for any of the Defendants.

Service

The Plaintiff's change of approach

37. In the original version of the summons, filed on 19 February 2026, the Plaintiff initially sought orders for service out of the jurisdiction in accordance with the laws of Taiwan and Singapore. However, the Plaintiff subsequently determined based on media reporting that on or around 14 March 2026 the Third Defendant was arrested by the Zimbabwe Republic Police in connection with an alleged mining investment fraud of US$1.5 million. At the time of his arrest, the police conducted a search of his vehicle and discovered large amounts of cash, 10 grams of gold nuggets and an unknown quantity of dagga (cannabis). According to the media reports, the Third Defendant is now facing criminal charges in Zimbabwe potentially including fraud, possession of gold, possession of drugs and money laundering. As a result, the Plaintiff amended and filed the Summons on 2 April 2026 and now seeks orders for substituted service on the Third and Fourth Defendants via post and email to the postal address of Withers KhattarWong LLP (***Withers***), their Singapore lawyers on the record in the Singapore Proceedings.

The Managers

38. The Summons states that the Plaintiff proposes to serve the Writ and Statement of Claim (and related documents) on the Managers by leaving them or sending them by post to the residential address of the First and Second Defendants (or by any means of service permitted by the laws of Taiwan).

39. In T-1 Mr Terribilini referred to the evidence on the law of Tawain set out in the draft affirmation of Tsu-Chun Wang of Guo Ju (now filed in sworn form) and said that:

> *"76. ..... the Managers are residents of Taiwan. Given that the Taiwan Criminal Proceedings are on foot and I understand that they are currently on bail and unable to leave the jurisdiction. According to the Indictment from the prosecutor of the New Taipei District Prosecutor's Office:*

(a) the First Defendant's residential address is 12F, 8, Lane 62, Fumei St, Xinzhuang District, New Taipei City (see page 1207 of RJT-1); and

(b) the Second Defendant's residential address is 11F-1, No. 222, Section 2, Jianguo North Rd, Zhongshan District, Taipei City (see page 1207 of RJT-1).

77. However, I have been provided with the transcript of preparatory proceedings in the Taiwan Criminal Proceedings in which the Second Defendant noted his updated residential address as 7F-8, No. 227, Nanjing W. Rd., Datong Dist., Taipei City.

78. I have reviewed the draft affirmation of Tsu-Chun Wang of Guo Ju Law Firm and understand that the Managers can be validly served under Taiwan law if they are served personally or by mail at either of the above addresses after following the processes set out in that affirmation."

40. In these circumstances, I am satisfied that the method of service on the Managers proposed by the Plaintiff is appropriate and should be approved on the basis that service is effected on the Second Defendant at his updated residential address (or both addresses).

The Third Defendant and the Fourth Defendant – substituted service

41. GCR O.65, r.4 provides that:

"(1) If, in the case of any document which by virtue of any provision of these Rules is required to be served personally on any person, it appears to the Court that it is impracticable for any reason to serve that document personally on that person, the Court may make an order for substituted service of that document.

(2) An application for an order for substituted service may be made by an affidavit stating the facts on which the application is founded.

(3) Substituted service of a document, in relation to which an order is made under this rule, is effected by taking such steps as the Court may direct to bring the document to the notice of the person to be served."

42. The Plaintiff submitted and I accept that:

(a). substituted service under GCR O.65, r.4 is not restricted to cases where personal service is required. GCR O.11 rule 5(3)(a) provides that a writ for service out of the jurisdiction need not be served personally so long as it is served by a method that accords with the law of the country in which service is effected.

(b). GCR O.65, r.4 is available for service out of the jurisdiction if service pursuant to Order 11 is impracticable.

(c). where the Hague Convention applies, and service can be effected by one of the means provided for under the Convention, service should ordinarily be effected in that manner. However, an order for substituted service can nevertheless be made in the Cayman Islands on the grounds that it is impracticable to serve the writ personally. An order for service by an alternative means can be made for good reason.

(d). an order for substituted service can be made in relation to a writ for service out of the jurisdiction, but the Court must not order the doing of anything contrary to the law of that country. The words *"contrary to the law of that country"* in GCR O.11, r.5(2) mean expressly or positively prohibited by the laws of the other country. An alternative method of service may be ordered even if it is not expressly permitted by the foreign jurisdiction. It is not required to be a method permitted by the other country's laws, but it must not be prohibited.

(e). the Court's discretion under GCR O.65, r.4(1) is wide. "*Impracticable*" means a practical impossibility of actual personal service, i.e. that it cannot be done or is practically impossible. Smellie J (as he was then) in *Chile Holdings (Cayman) Limited v Santiago De Chile Hotel Corporation S.A.* [1997 CILR 319] stated, applying the principle set out in *Paragon Group Ltd v Burnell* [1991] Ch. 498, that substituted service can only be resorted to when there is a "*practical impossibility*" of actual service and the method of substituted service will in all reasonable probability be effective to bring the proceedings to the notice of the party or person to be served.

43. I sought to summarise the position in my judgment in *Re China Shanshui Cement Group* (Unreported, 27 January 2021). At [62] I said that on a substituted service application the Court needed to consider the following key issues: was personal service impracticable for any reason; is the proposed substituted service contrary to the law of the country in which service is being effected; is the substituted service going to bring the writ to the Defendant's attention, having regard to the overriding objective.

44. The Plaintiff submitted that the evidence showed that personal service on the Third and Fourth Defendants is practically impossible, for the reasons outlined at [19] of Mr Terribilini Second Affidavit (***T-2***) (my underlining):

> *"However, in light of the Third Defendant's recent arrest, I now consider that personal service is impracticable for the following reasons:*
>
> *(a). It is not clear based on publicly available information whether the Third Defendant remains in custody in Zimbabwe and, if so, where he is held in custody. One of the media articles suggests that he was granted bail although the conditions of bail remain unclear (see pages 26 and 31 of RJT-2). Given that some of the media reports suggest that investigations remain ongoing (see page 21 of RJT-2) and that the Third Defendant "awaits further proceedings before the Zimbabwean courts" (see page 31 of RJT-2) and in light of the gravity of his alleged crimes, I consider that it can be fairly assumed that, at the least, the Third Defendant remains in Zimbabwe on bail and/or some form of house arrest and is presently unable to return to Singapore.*
>
> *(b). Even if the Third Defendant is able to return to Singapore, given his profile and alleged criminal activity, I consider it unlikely he would return to the property which he listed as his residential premises in the Singapore Proceedings and the Hong Kong Proceedings.*
>
> *(c). The Third Defendant has been charged with serious criminal offences in Zimbabwe, in addition to the serious allegations made about him and the Fourth Defendant in these proceedings and in the Singapore Proceedings. I believe that due to the many legal issues they currently face, as well as the fact that the Third Defendant was arrested with of cash and illegal gold, I believe it is possible that the Third and Fourth Defendants will attempt to evade personal service.*
>
> *(d) Given that two of the articles reporting on the Third Defendant's arrest expressly mentions these proceedings (see pages 27 and 35 of RJT-2), I consider that it is likely that the Third and Fourth Defendant are aware of these proceedings which will mean that they may take additional precautions to attempt to evade service.*
>
> *(e). Although the Fourth Defendant has a residential address in Singapore which she provided in the Singapore Proceeding, it is not currently clear where she lives on a day-to-day basis. Given she is married to the Third Defendant, I believe that it is possible can that she may be presently in Zimbabwe whilst he awaits his criminal process."*

45. The Plaintiff proposed that the Court permit service to be made by sending the relevant documents to the solicitors acting for the Third Defendant and the Fourth Defendant in

the Singapore Proceedings, namely Withers. Withers is a well-known and well-respected international law firm. Mr Terribilini's evidence shows that Withers and certain named partners and associates were on the record in the Singapore Proceedings as acting for the Third Defendant and the Fourth Defendant. They signed the defence in those proceedings and acted for Third Defendant and the Fourth Defendant in relation to their challenge to the Singapore Mareva Injunction. They certainly appeared at the hearing of that challenge in November 2025 although Mr Terribilini's evidence does not show that they are continuing to do so. However, Mr Terribilini says that it is likely that they are still acting for the Third Defendant and the Fourth Defendant, or will have reliable and recent contact details for them (either personal contact details of the contact details of any new legal advisers). Mr Terribilini has also checked and confirmed that the address for service of Withers Singapore office is that shown on the Withers website and that the individuals to be served are recorded on that website as partners or associates of the firm. The documents to be served are to be sent by to that office and by email to those individuals.

46. In T-2 Mr Terribilini confirmed that the Plaintiff had obtained Singapore legal advice from Ms Ting Yue Xin, who in her Second Affirmation had confirmed that the proposed methods of service on Withers set out in the Summons are not contrary to the laws of Singapore.

47. The Plaintiff submitted that the evidence demonstrated that service on Withers in the manner proposed was likely to bring the documents to the attention of the Third Defendant and the Fourth Defendant.

48. The Plaintiff noted that in *Maarit Ovaskainen v Jari Ovaskainen* (Unreported, 21 June 2023) the Chief Justice had relied on the claimant's evidence that the defendant "*travelled frequently such that there was no way for her to know where he was at any given time*" as well as evidence of a willingness to avoid the enforcement of court judgments as justifying an order for substituted service (see [27] – [29]).

49. It seems to me that the Plaintiff has established that it would be impracticable to serve the Third Defendant and the Fourth Defendant for the purposes of GCR O.65, r.4. The fact that the whereabouts of the Third Defendant and the Fourth Defendant is now in doubt due to recent events (the Third Defendant has been arrested in Zimbabwe and may

be in custody there and may be unable to return to Singapore, or that if he did so he may well not return to his old residence and that the Fourth Defendant is likely to be in the same country as the Third Defendant) together with the concerns that the Third Defendant and the Fourth Defendant may seek to evade service, strongly indicates that there are serious and substantial doubts that the Third Defendant and the Fourth Defendant are in and could be located in Singapore or using and resident at their usual address in Singapore. It would not be safe to adopt any method of service which relied on and was based on the Third Defendant and the Fourth Defendant being in Singapore or at that address (including service via the Hague Convention methodology). The evidence shows that solicitors in a reputable and well-respected law firm in Singapore have at least recently acted for the Third Defendant and the Fourth Defendant in related proceedings and are likely to be in contact with them or at least able to pass on the documents served on them. The most reliable way in the current circumstances of ensuring that the Writ and the Statement of Claim is brought promptly to the attention of the Third Defendant and the Fourth Defendant is to direct that the documents be sent to the firm and the partners and associate solicitors acting for them in Singapore.

50. At the hearing, I indicated that it seemed to me to be important that the documents to be served at Withers office needed to be clearly marked with the names of the partners/associates involved so that the recipient would know who to send the documents to, and that transmission by courier would be faster and more reliable and should be used. I also indicated that I expected (but would not order) the Plaintiff's legal advisers to telephone one of the partners involved at Withers as soon as the emails had been sent to alert him/her to what was happening and why and this Court's order. I also said that the Plaintiff must send a link to the recording of the hearing by email to the Withers' team as soon as it was available.

The time for acknowledgement of service

51. The Summons seeks an order that the Defendants must acknowledge service within 28 days and this seems to me to be a reasonable period in the circumstances.

Extension of the validity of the writ

52. The Writ is dated 3 November 2025 and therefore its validity presently expires on 3 May 2026. As I have noted, the Plaintiff seeks a four-month extension.

53. GCR O.6, r.8(2)-(3) provides that:

> *"(2) Subject to paragraph (3), where a writ has not been served on a defendant, the Court may by order extend the validity of the writ from time to time for such period, not exceeding 4 months at any one time, beginning with the day next following that on which it would otherwise expire, as may be specified in the order, if an application for extension is made to the Court before that day or such later day (if any) as the Court may allow.*
>
> *(3) Where the Court is satisfied on an application under paragraph (2) that, despite the making of all reasonable efforts, it may not be possible to serve the writ within 4 months, the Court may, if it thinks fit, extend the validity of the writ for such period, not exceeding 12 months, as the Court may specify.*"

54. The power of the Court to extend the validity of a writ is discretionary. It is well established that the test espoused by the House of Lords decision in *Kleinwort Benson Ltd v Barbrak Ltd., The Myrto (No. 3)* [1987] AC 597 is followed in this jurisdiction. This requires the Plaintiff to demonstrate to the Court that there is "*good cause*" or "*good reason*" to grant the extension. Lord Brandon (with whom the other Law Lords agreed) concluded at page 622 that "*there must be implied in* [the rule], *as a matter of construction, a condition that the power to extend shall only be exercised for good reason*." His Lordship said at page 623 that "*it is not possible to define or circumscribe the scope of the expression "good reason*", however, in approaching that determination, the Court must consider all of the circumstances and is entitled to have regard to the balance of hardship which includes any prejudice to a defendant. The test to be applied is "*whether, balancing the possible hardships to each party, there was a good and sufficient reason for extending" the validity of the writ*" (see *Conolly and Ysagurrie v Cayman Islands Health Services Authority and Civil Aviation Authority* [2008 CILR Note 22]).

55. In its written Skeleton Argument (at [59]) the Plaintiff set out the basis on and the facts by reference to which it sought the extension as follows:

> *"(a) The 2025 Singapore Judgment was handed down on 19 December 2025 which necessitated the amendment of the Plaintiff's evidence given that the findings of the Singapore Court are relevant to the present application;*
>
> *(b) The Ex Parte Summons was filed on 19 February 2026 but the Court had no availability to hear the Ex Parte Summons until 9 April 2026;*
>
> *(c) The processes to serve documents under both Taiwan and Singapore law as outlined in Wang 1 and Ting 1 are relatively time-consuming; and*
>
> *(d). Given the profile of the Defendants as alleged fraudsters who are facing litigation from other individuals and authorities, it can be reasonably anticipated that service may not be effected easily and the Defendants may try to evade service or move address.*
>
> *(e). There would be hardship to the Plaintiff if the validity of the Writ expired as it would be required to file new proceedings, whereas there is no hardship to the Defendants from an extension."*

56. At the hearing, I told Mr Byrne that my understanding of the Plaintiff's position was as follows. The Plaintiff had been aware at the time that the Writ and Statement of Claim was filed of the commencement by Mr Ser and Lucent of the Singapore Proceedings and the making of the Singapore Mareva Injunction and subsequently became aware of the challenge to that injunction, and that when the 2025 Singapore Judgment was handed down it became apparent that the judgment discussed various issues and included various findings that were, and that the evidence adduced on the application to set aside the Singapore Mareva Injunction would be, relevant to and would need to be referred to and disclosed on the Plaintiff's application for leave to serve out. As a result, the Plaintiff needed some time after the handing down of the 2025 Singapore Judgment in order to update and complete its application to serve out which it did promptly, filing the Summons on 19 February 2026. In these circumstances, there was a good reason why the Plaintiff had been unable to seek leave to serve out sooner and why it was necessary and reasonable for there to be an extension of the period of the validity of the writ to allow service to be effected now in the manner proposed by the Plaintiff.

57. Mr Byrne confirmed that this was in accordance with his understanding of the position and that where, as in this case, there were no limitation issues, granting the extension sought would not be prejudicial to the Defendants (but would be prejudicial to the Plaintiff) and was unobjectionable.

58. I accept that based on this explanation of the Plaintiff's position and its reasons why an extension was needed, the Plaintiff's application for an extension of the validity of the Writ should be granted. But as I pointed out to Mr Byrne at the hearing, the facts upon which this explanation is based and the explanation itself were not currently in evidence but needed to be put in evidence. Mr Byrne undertook to arrange for the Plaintiff to file a further affidavit setting out this explanation and the relevant facts.

59. I have now seen a copy of Mr Terribilini's Third Affidavit (***T-3***) which was sworn on 9 April 2026 in which he says as follows (at [7(a)]):

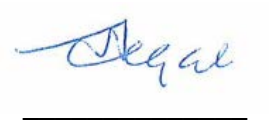
> *"The Plaintiff elected to delay finalising its evidence in support of the Ex Parte Summons given it was aware that the Singapore High Court may be handing down a judgment imminently following a hearing on 4 November 2025 at which the Third and Fourth Defendant sought to set aside an ex parte injunction granted on 21 July 2025, including on the basis that the Singapore Claimants did not have a good arguable case. Given the relevance of the findings of the Singapore High Court to the Ex Parte Summons, the Plaintiff considered it should wait for the 2025 Singapore Judgment which was ultimately handed down on 19 December 2025."*

60. While Mr Terribilini has not covered all the points in T-3, he has set out the gist of the matter and confirmed that the main reason for the delay has been the developments in the Singapore Proceedings and the need to wait for, and then update the evidence in support of the service out application to deal with, the 2025 Singapore Judgment. I am satisfied that the Plaintiff has done enough to justify the granting of the order it seeks for the extension.

Full and frank disclosure

61. I conclude that at [61] – [83] of the Plaintiff's written Skeleton Argument, the Plaintiff set out and discussed various issues which it considers the Court should be made aware of and focus on in the absence of the Defendants and in discharge of its duty of fair presentation and full and frank disclosure. Mr Byrne reviewed these during his oral

submissions. I confirm that I have taken note of these matters and taken them into account in coming to my decision on the Summons.



The Hon Mr Justice Segal
Judge of the Grand Court, Cayman Islands
14 April 2026