

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 168 OF 2021

BETWEEN: SHARON LEXA LAMB PLAINTIFF

AND: BUTTERFIELD BANK (CAYMAN) LIMITED DEFENDANT

11/08/21

WRIT OF SUMMONS



TO: Butterfield Bank (Cayman) Limited
12 Albert Panton Street
George Town, Grand Cayman
Cayman Islands



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out in the Statement of Claim on the following page(s).

Within 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, George Town, Grand Cayman KY1-1106, 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 11th day of August, 2021

Note

This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

Important

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

STATEMENT OF CLAIM

THE PARTIES

The Plaintiff, Sharon Lexa Lamb ("Ms. Lamb") is a Private Director, Fiduciary and Trust and Estate Practitioner.

The Defendant, Butterfield Bank (Cayman) Limited ("Butterfield") is a company founded in November, 1967 and is a wholly-owned subsidiary of The Bank of N. T. Butterfield & Son Limited of Bermuda. Butterfield is a financial institution and at all material times has held a Class 'A' Bank and Trust Companies Licence under the Banks & Trust Companies Law.

BACKGROUND

1. In July of 2000 Ms. Lamb established a banking relationship with Butterfield having had a banking relationship with the parent company, Bank of N.T. Butterfield & Son Limited, Bermuda for the previous 7 or more years.
2. Over the years Ms. Lamb enjoyed a good relationship with Butterfield operating not only a chequing account, savings account and credit card facilities, but also term deposits, investments and mortgage facilities.
3. In late 2013 Ms. Lamb sold her property in Admirals Landing, Prospect which had been purchased by Ms. Lamb with the assistance of a mortgage facility provided by Butterfield several years prior.
4. Following the sale of the Admirals Landing property Ms. Lamb embarked upon a new home search. She met with Butterfield with a view to securing another mortgage facility. Having received a positive response, she found two potential properties, a bank owned 3-bedroom town home in a small complex in Whirlwind Avenue which she would be in a position to purchase with an all-cash offer, and a lot of land on Omega Drive.

Initially and in order to secure the town home, Ms. Lamb made an all-cash offer which was immediately accepted. Ms. Lamb again approached and met with Butterfield to update on the situation and to once again confirm that there would be no issues in securing a mortgage facility should she decide to purchase the lot of land on which she would construct a 3-apartment dwelling instead of purchasing the town home. Again Ms. Lamb received a positive response during her meeting with officers of Butterfield and therefore withdrew her offer to purchase the town home. The town home had several people waiting to bid and was sold immediately.

5. Butterfield advised that due to her long-standing exceptional relationship no issues were anticipated with her application for financing, and that she should press on with her application. To avoid losing the Omega Drive land to other buyers Ms. Lamb purchased the land with a cash payment on the understanding from Butterfield (both verbal and written) that the approval of the mortgage facility was not an issue and was forthcoming, and that the land value would be treated by Butterfield as a down-payment on the loan facility.
6. As the process continued Ms. Lamb provided documentation that Butterfield requested at a cost to Ms. Lamb such as life insurance assigned to Butterfield, additional land valuations and the like.
7. Appleby's were appointed upon instruction from Butterfield and Appleby registered several Stays over the property whilst waiting on the drawdown facility. The fees for registering these stays were charged to, and paid for, by Ms. Lamb.
8. On March 9th 2015 Ms. Lamb received by email a copy of the offer letter from Butterfield. She was instructed to attend the offices of Butterfield where the original offer letter was waiting for her signature. Ms. Lamb attended the offices on March 16th and signed and accepted the offer letter which was already signed by Butterfield loan officers. One copy was retained by Butterfield and one copy was provided to Ms. Lamb.
9. Ms. Lamb continued to spend her own money on the property whilst waiting for the drawdown facility to be put into place. She did so because she relied upon the signed letter of offer and acceptance issued and dated 9th March, 2015, and the numerous email correspondence from Butterfield confirming that all was on track.
10. Ms. Lamb was constantly advised, in writing, by Butterfield that the money being spent by her on construction materials such as fill, rebar and concrete and including clearing of the land would be counted as additional funds introduced by Ms. Lamb and taken into account in relation to the down payment.

11. On August 4th 2015 Ms. Lamb requested a bank reference to be provided to the Secretary of the Caymanian Status & Permanent Residency Board. One such reference was provided and stated that Ms. Lamb had had a relationship with Butterfield since July 2000 and that the accounts were being conducted in a satisfactory manner.
12. In September, 2015 whilst continuing to wait for the draw down facility to be finalized by Butterfield's Lawyers, and again with much reliance placed on the offer and acceptance Ms. Lamb continued to spend money paying her contractor for works being carried out at the site.
13. In mid-September Ms. Lamb attempted to use her Visa credit card issued by Butterfield for the purchase of additional building materials. The card was declined. Ms. Lamb contacted Butterfield stating that there must be a problem with the card and asked that they remedy the situation. Ms. Lamb was told by the call center receptionist that the card had been cancelled and no further information could be provided.
14. Ms. Lamb immediately telephoned the lending officer, Ms. Satisha Brandon ("Ms. Brandon"), who was one of the officers Ms. Lamb had been working with for the entire process. Ms. Brandon advised that an email would be sent out in relation to the closure of Ms. Lamb's personal and business accounts.
15. On October 1st 2015 Ms. Lamb received an email with an attached letter dated September 29th 2015 from Butterfield in relation to her personal accounts. The letter stated that a decision had been made to close Ms. Lamb's accounts.
16. On October 2nd 2015 Ms. Lamb wrote a detailed email to Conor O'Dea ("O'Dea") as a result of her accounts being closed. Believing that the only possible reason for the closure of her accounts were due to negative blogs being written by one Kenneth Rijock ("Rijock"), blogs that also named Butterfield negatively. She went into great detail in relation to those blogs, Lawrence Heath ("Heath") and Willaud Corporation ("Willaud"). Ms. Lamb advised O'Dea that she had sat on the board of Willaud for less than 2 years when she believed Heath, the shareholder of Willaud, to be money laundering for one Monte Friesner ("Friesner"), Friesners' wife, Tatiana Nazarova ("Nazarova"), and Rijock. As a result of her suspicions, Ms. Lamb immediately resigned from Willaud and proceeded to do what she was required to do by law, complete and file SAR's, Suspicious Activity Reports, on each individual. Ms. Lamb suspects that these individuals were aware that she would file a SAR on each of them and these blogs were created to discredit Ms. Lamb and other individuals, including Butterfield. Having previously sat on boards with O'Dea, Ms. Lamb knew him personally and O'Dea knew Ms. Lamb. Further she asked for a face-to-face meeting with him, having been a valued client of Butterfield for almost 25 years.

17. It is totally unbelievable that Butterfield would breach contract and close the accounts of Ms. Lamb as a result of the most ridiculous blogs, written by disbarred attorney's, who had spent many years in prison having been charged with money laundering, scams and mortgage fraud just to name a few. And particularly when the same blogs also included Butterfield.
18. On October 7th Ms. Lamb received a second email with an attached letter dated October 6th 2015 wherein Ms. Lamb was advised that her business account was also to be closed.
19. After a long delay and many follows up emails by Ms. Lamb, O'Dea finally responded to Ms. Lamb on October 16th 2015 stating that, "whilst the banking relationship had been good, in the world in which we operate today, he must reconfirm the letter issued by the bank". He made no mention of Butterfield also being mentioned and named in the blogs. He did however extend the accounts closure date from October 30th to December 31st 2015. He refused a sit-down meeting.

CAUSE OF ACTION

PARTICULARS OF BREACH

20. That in their offer letter of March 6th 2015 Butterfield did offer and agree to grant a Construction Loan/Residential Mortgage facility.
21. That until September 16th 2015 Butterfield allowed Ms. Lamb to continue spending her personal money in relation to the construction due to her reliance upon the approved mortgage facility. Actions Ms. Lamb would never have taken had she not had an approved agreement with Butterfield
22. That on September 29th Butterfield drafted a letter to Ms. Lamb advising her that her banking facilities were to be withdrawn and accounts closed.
23. That on October 6th 2015 Butterfield drafted a second letter to Ms. Lamb advising that her business account was to be closed.
24. Butterfield closed the accounts of Ms. Lamb in 2015 refusing to keep her accounts open however Butterfield continued to work alongside Ms. Lamb as co-trustee until August 2020.

25. That on January 16th 2016, following the closure of Ms. Lambs accounts she requested a reference from Butterfield to assist in the opening of a new bank account. Butterfield issued a reference in favour of Ms. Lamb stating that Ms. Lamb had operated accounts with Butterfield from July 2000 to January 2016 and that at all times her accounts were operated in a satisfactory manner. A complete contradiction from the letters advising of her accounts being closed.

PARTICULARS OF LOSS

26. Using and spending savings to cover costs to continue with the construction, government and planning fees.
27. As a result of the actions of Butterfield, Ms. Lamb has been put into a position where she had to sell her Manx real estate, a property she built in 1995 for her Mother to occupy for life and with no intention to ever sell. The property was sold at a loss for a quick sale in order to meet growing costs of construction that would have been covered by the construction loan. Similar properties in the Isle of Man were selling for GBP230,000 and above. Ms. Lamb was forced to sell the property for GBP185,000 to secure a quick sale to assist in payments over the construction.
28. Conversion of the proceeds of that sale at a time when the British Pound was at its lowest due to the United Kingdom leaving the European Union. Ms. Lamb was forced to convert GBP to USD at a rate of 1.2863. A significant loss on foreign currency exchange.
29. Surrender and early termination of an endowment policy prior to maturity in order to meet growing costs of construction that would have been covered by the construction loan.
30. Conversion of the proceeds of surrender of that policy at a time when the British Pound was at its lowest due to the United Kingdom leaving the European Union. Ms. Lamb was forced to convert GBP to USD at a rate of 1.2579. A significant loss on foreign currency exchange.
31. Converting savings held in British Pounds at a time when the British Pound was at its lowest due to the United Kingdom leaving the European Union. Ms. Lamb was caused to convert GBP to USD at rates between 1.2572 and 1.2863.

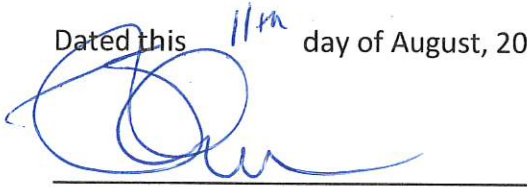
32. Ms. Lamb relied heavily on the contract with Butterfield and took steps and spent money that she would not have spent had she not relied upon the contract.
33. The 3-bedroom townhome that Ms. Lamb gave up as a result of positive feedback from Butterfield was to be bought and paid with cash. The property was valued much higher but due to being a foreclosure and bank owned, was priced for a quick sale. Ms. Lamb would have been able to house her family and still have all of her cash and assets in place had she not purchased the land in Omega Drive.
34. Legal fees paid to Appleby's for costs in relation to the contract with Butterfield and the registering of several stays over the land. These fees were deducted from Ms. Lamb's personal account prior to Butterfield closing her account and returning the balance to her.
35. Additional valuations performed at the request of Butterfield but at a cost to Ms. Lamb.
36. Life insurance purchased and assigned to Butterfield. Those costs were incurred by Ms. Lamb.
37. As a result of Butterfield withdrawing the construction loan the property was built at a much slower pace causing Ms. Lamb to spend substantial funds on long term rentals for her and her family.
38. As a result of Butterfield withdrawing the facility Ms. Lamb was not able to purchase all of the building materials in 2015 when the project started and has been and continues to be subjected to purchasing building materials and the like in a post COVID highly inflated market with materials costing more than 2 times the original price.
39. Due to the "start and stop" approach Ms. Lamb had to take in relation to the construction, she was not able to retain her original contractor. She was forced to use independent workman on a daily and weekly basis who quoted and charged Ms. Lamb much more to perform the work. Ms. Lamb was left without an alternative but to accept.
40. Ms. Lamb lost income from lost clients as a result of losing her banking facilities.
41. By reason of the matters pleaded above Ms. Lamb has suffered substantial monetary loss and damage.
42. Ms. Lamb has also suffered considerable stress as a result of Butterfields **unconscionable** actions.

AND the Plaintiffs claim:

Against the Defendant

43. Damages to be assessed on the breach of contract.
44. Interest on all sums due to the Plaintiff pursuant to Section 34 of the Judicature Act and/or the rules of equity on the sums claimed or found to be owed at such rate from the date of the injury and for such period as the court shall deem just.
45. Costs.
46. Filing and Bailiff Fees.
47. Such further relief as may be deemed just by this Honourable Court.

Dated this ^{11th} day of August, 2021



Sharon Lexa Lamb

Plaintiff

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 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 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 the payment of the money by instalments 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 authorized 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 2021

BETWEEN: SHARON LEXA LAMB PLAINTIFF

AND: BUTTERFIELD BANK (CAYMAN) LIMITED DEFENDANT

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him or her this form immediately.

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 (circle the appropriate)

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. (circle the appropriate)

YES

NO

Service of the Writ is acknowledged accordingly

Signed.....

Attorney for

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 section below.

Sharon Lexa Lamb
160 Omega Drive, Spotts
P.O. Box 31822SMB
George Town, Grand Cayman
KY1-1207, Cayman Islands

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

[Empty box for defendant's attorney indorsement]