



E GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2022 ()

BETWEEN

WEIXIN XU

PLAINTIFF

AND

BVCF MANAGEMENT LTD

DEFENDANT

WRIT OF SUMMONS

TO: BVCF Management Ltd
 c/o Walkers Corporate Limited
 190 Elgin Avenue
 George Town
 Grand Cayman KY1-9008
 Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on pages 3 to 5.

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, PO Box 495G, George Town, Grand Cayman KY1-

1106, Cayman Islands, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment of Service within the time stated, or if you return the Acknowledgment of Service 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 2nd day of December, 2022

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.

STATEMENT OF CLAIM

THE PARTIES

- 1 Dr Weixin XU (the **Plaintiff**) is a citizen of the United States of United States Passport Number 548633684 and whose address is at 60 Sherwood Drive, Methuen, MA 01844, United States.
- 2 BVCF Management Ltd (the **Defendant**, or the **Company**) is a company incorporated with limited liability under the laws of the Cayman Islands, and whose registered office is at Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands.

BACKGROUND

- 3 The Plaintiff was employed by the Defendant pursuant to contracts of employment dated 1 December 2012 (the **2012 Contract**) and 1 May 2014 (the **2014 Contract**).
- 4 The Plaintiff was employed continuously from 1 November 2012 to in or around February 2019, when she was told to leave the Company by its principal, Dr Zhi YANG.
- 5 The Plaintiff's remuneration for the 2012 and 2014 Contracts was due in arrears, on or about the last day of each month.

Bonus Claim

- 6 It was an express term of the 2014 Contract that:
 - (a) Bonus is an "[a]dditional one month salary paid at Chinese New Year."
- 7 The bonus for the 2018 annual year due and owing to the Plaintiff by virtue of the 2014 Contract in the amount of US\$7,500 has not been paid to the Plaintiff (the **2018 Bonus**).
- 8 The Plaintiff's bonus entitlements for the years 2014, 2015, 2016 and 2017 were all paid in advance of the Chinese New Year.

THIS WRIT was issued by Harney Westwood & Riegels, Attorneys-at-Law for the Plaintiff, whose address for service is 3rd Floor, Harbour Place, 103 South Church Street, PO Box 10240, Grand Cayman KY1-1002, Cayman Islands (Ref: 056027-0001-WYH/NDD).

Severance Pay

9 The Plaintiff is entitled to severance pay in the amount of one week of salary per completed year of employment pursuant to section 40(1) of the Labour Act (2021 Revision). Since the Plaintiff was employed continuously from 1 November 2012 to in or around February 2019, the Plaintiff had been in the employment of the Defendant for over six years and is thus entitled to severance pay in the amount of six weeks of salary, which is the sum of US\$11,250 (the **Severance Pay**).

DISPUTED AMOUNT

10 On 10 June 2022, the Plaintiff issued a statutory demand making a demand in the amount of US\$18,750 and served it on the Defendant (the **Statutory Demand**).

11 On 20 June 2022, the Defendant, by open correspondence through its attorneys Walkers, responded to the Statutory Demand by challenging the 2018 Bonus and a portion of the Severance Pay. In the same correspondence, the Defendant accepted and stated that it was willing to settle the issue of the Plaintiff's Severance Pay in the sum of US\$7,500.

12 On 20 July 2022, the Plaintiff's attorneys, Harneys, received a payment from the Defendant in the amount of US\$7,500. The Defendant has, at the date of issue of the writ and statement of claim in these proceedings, refused to pay the 2018 Bonus in the sum of US\$7,500 and the remaining US\$3,750 of the Severance Pay (the **Remaining Severance Pay**), in breach of the 2014 Contract.

13 As a result of the breach of the 2014 Contract, the Plaintiff has suffered loss, damage inconvenience and expense.

AND THE PLAINTIFF claims:

- 1 The principal sum of US\$11,250;
- 2 Interest pursuant to Section 34 of the Judicature Act and Order 6, rule 2(f) of the Grand Court Rules;
- 3 Costs of and occasioned by the Statutory Demand, this writ and statement of claim; and
- 4 Such other relief as the Court deems fit.

THIS WRIT was issued by Harney Westwood & Riegels, Attorneys-at-Law for the Plaintiff, whose address for service is 3rd Floor, Harbour Place, 103 South Church Street, PO Box 10240, Grand Cayman KY1-1002, Cayman Islands (Ref: 056027-0001-WYH/NDD).



Harney Westwood & Riegels

Attorneys-at-Law for and on behalf of the Plaintiff

THIS WRIT was issued by Harney Westwood & Riegels, Attorneys-at-Law for the Plaintiff, whose address for service is 3rd Floor, Harbour Place, 103 South Church Street, PO Box 10240, Grand Cayman KY1-1002, Cayman Islands (Ref: 056027-0001-WYH/NDD).

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, PO Box 495G, George Town, Grand Cayman KY1-1106, Cayman Islands.

- 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 **Error! Bookmark not defined.**), 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

Place 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: [] OF 2022 ()

BETWEEN

WEIXIN XU

PLAINTIFF

AND

BVCF MANAGEMENT LTD

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

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

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 be Plaintiff if suing in person) of his name, address and reference, if any in the box below.

Harney Westwood & Riegels 3rd Floor, Harbour Place 103 South Church Street PO Box 10240 Grand Cayman KY1-1002 Cayman Islands (Ref: 056027-0001-WYH/NDD)

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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