



IN THE GRAND COURT OF THE CAYMAN ISLANDS
 FINANCIAL SERVICES DIVISION

CAUSE NO. FSD OF 2022

BETWEEN:

BLACK GOLD INVESTMENT HOLDINGS INC First Plaintiff
HCS INVESTMENT HOLDINGS, LTD
 (formerly known as 2013401 Alberta, ltd) Second Plaintiff
SEMPER LUXEMBOURG HOLDING Third Plaintiff

-v-

ERIN WINCZURA First Defendant

~~**ENNOBLE PROGRESSIVE BEVERAGE DISTRIBUTION INC.**~~ ~~Second Defendant~~

~~**ENNOBLE BEVERAGES INC.**~~ ~~Third Defendant~~

CANTERBURY SECURITIES, LTD ~~Fourth-Second~~ Defendant

CANTERBURY GROUP ~~Fifth-Third~~ Defendant

LEEWARD INVESTMENTS SPC ~~Sixth-Fourth~~ Defendant

AMENDED WRIT OF SUMMONS

This Writ was issued by Ogier, Attorneys-at-Law for the Plaintiffs, whose address for service is: 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (MKS/MGI/427795.00001)

TO:

Erin Winczura of 24 Shamrock Road, Prospect, Block 23B Parcel 34, Grand Cayman.

~~Ennoble Progressive Beverage Distribution Inc. whose office address is 50 West Liberty Suite 880, Reno, NV, 89501, USA.~~

~~Ennoble Beverages Inc. whose office address is 50 West Liberty Suite 880, Reno, NV, 89501, USA.~~

Canterbury Securities, Ltd whose office address is c/o WB Corporate Services (Cayman) Ltd PO Box 2775, 1st Floor Artemis House, 67 Fort Street, George Town, Grand Cayman.

Canterbury Group Limited whose office address is c/o WB Corporate Services (Cayman) Ltd PO Box 2775, 1st Floor Artemis House, 67 Fort Street, George Town, Grand Cayman.

Leeward Investments SPC who registered office address is WB Corporate Services (Cayman) Ltd, PO Box 2775, 1st Floor Artemis House, 67 Fort Street, George Town, Grand Cayman.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the attached Statement of Claim.

Within 14 days (or, if leave is required to effect service out of the jurisdiction, such other period as is specified by the Order of Court granting leave to serve out of the jurisdiction) 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 Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Dated this 26th day of July 2022. Re-dated this 21th November 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.

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AMENDED STATEMENT OF CLAIM

1 INTRODUCTION

Parties

- 1.1 The First Plaintiff ("**Black Gold**") is a company incorporated under the laws of the British Virgin Islands and registered by way of continuation as an exempt company in the Cayman Islands.
- 1.2 The Second Plaintiff ("**Alberta**") is a company incorporated under the laws of Calgary, Alberta, Canada. On 12 March 2020, it changed its name from 2013401 Alberta Ltd to HCS Investment Holdings, Ltd but it will be referred to herein as Alberta.
- 1.3 The Third Plaintiff ("**Semper**") is a company incorporated under the laws of Luxembourg.
- 1.4 The First Defendant ("**Ms Winczura**") is a businesswoman resident in the Cayman Islands.
- 1.5 ~~Ennoble Progressive Beverage Distribution Inc. The Second Defendant~~ ("**Ennoble**") is a corporation incorporated under the laws of Nevada.
- 1.6 ~~The Third Defendant~~ Ennoble Beverages Inc. ("**Ennoble Beverages**") is a corporation incorporated under the laws of Nevada and is wholly owned by Ennoble.
- 1.7 The ~~Fourth-Second~~ Defendant ("**Canterbury Securities**") is an exempt company incorporated under the laws of the Cayman Islands.
- 1.8 The ~~Fifth-Third~~ Defendant ("**Canterbury Group**") is an exempt company incorporated under the laws of the Cayman Islands.
- 1.9 The ~~Sixth-Fourth~~ Defendant ("**Leeward Investments**") is an exempt segregated portfolio company incorporated under the laws of the Cayman Islands.

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2 SUMMARY OF CLAIMS

2.1 Black Gold, Alberta and Semper claim damages for the loss they have suffered as a result of the fraudulent misrepresentations that were made to them by Ms Winczura, ~~Ennoble and Ennoble Beverages~~ in order to induce them to purchase shares in Ennoble for a total of USD 6,000,000.00 (the "**Investment**").

2.2 The representations, which are particularised below, were as to how Ennoble and Ennoble Beverages would use the Investment once it had been received. Whereas Ms Winczura, ~~Ennoble and Ennoble Beverages~~ represented to Black Gold, Alberta and Semper:

- (a) That the whole of the Investment would be used to fund the future business of Ennoble Beverages; and
- (b) That Ennoble Beverages would not pay Ms Winczura any money until it had become profitable,

a substantial part of the Investment was always intended to be used to pay Mr Winczura through Canterbury Securities, a company that is and at all material times was, owned and controlled by Ms Winczura.

2.3 Had Ms Winczura, ~~Ennoble and Ennoble Beverages~~ not falsely represented to Mr Ducharme and Mr Swartout that the whole of the Investment would be used to fund the future business of Ennoble Beverages and that Ennoble Beverages would not pay Ms Winczura any money until it had become profitable, Black Gold, Alberta and Semper would not have made the Investment.

2.4 Black Gold, Alberta and Semper also claim damages against all the Defendants for unlawful means conspiracy in having agreed that Ms Winczura, Ennoble and Ennoble Beverages would make the fraudulent misrepresentations in order to induce Black Gold, Alberta and Semper to make the Investment. The knowledge and intentions of Ms Winczura being attributed to each of Ennoble, Ennoble Beverages, Canterbury Securities, Canterbury Group and Leeward Investments because she was at all material times a director of each of them

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3 BACKGROUND

3.1 Canterbury Group was incorporated in the Cayman Islands on 4 October 2016. At all material times Ms Winczura was a director of Canterbury Group and held herself out to be, and her LinkedIn page confirmed her to be, the "*Founder and CEO of Canterbury Group*". The Canterbury Group is, according to its website,¹ a "*global investment firm offering business solutions to the local and international markets*" which are said to offer the following services lines:

- (a) "*Canterbury Securities*";
- (b) "*Canterbury Investments*"; which is said to be segregated into "*Leeward Investments Fund*", "*Leeward Real Estate Funds*", "*Leeward Consumer Product Fund*", and "*Private Lending Services*"; and
- (c) "*Canterbury Lending*".

3.2 Canterbury Securities was incorporated in the Cayman Islands on 14 January 2015. At all material times Ms Winczura was a director of Canterbury Securities which is, according to its LinkedIn page,² a "*wholly owned subsidiary*" of the Canterbury Group. The Canterbury Group website describes Canterbury Securities as offering "*boutique investment house*" services including "*Brokerage*", "*Administration*" and "*Investment Banking*".

3.3 Leeward Investments was incorporated in the Cayman Islands on 14 January 2019. At all material times Ms Winczura was a director of Leeward Investments. The Canterbury Group website describes the "*Leeward Funds*" (which it is to be inferred includes Leeward Investments) as being developed by Canterbury to be "*quick, nimble investment strategies to satisfy market opportunities in: Equity, Real Estate and Entrepreneur Products.*"

3.4 Ms Winczura founded Ennoble and Ennoble Beverages in or about early 2017. At all material times she was a director of Ennoble and Ennoble Beverages. Ennoble is the holding company of Ennoble Beverages, which is engaged in the business of

¹ <https://www.canterburygroup.ky/>

² [Canterbury Securities: About | LinkedIn](#)

developing, manufacturing and distributing ready-to-drink flavoured malt beverage cocktails. Ennoble Beverages is described in various materials sent to potential investors as a "portfolio company" of Canterbury Securities.

3.5 Black Gold is a company engaged in the business of investing capital in early-stage private equity opportunities. Mr Blake Ducharme is a businessman resident in the Cayman Islands, the sole shareholder in and a director of Black Gold.

3.6 Alberta and Semper are also companies engaged in the business of investing in early-stage private equity opportunities. Mr Hank Swartout is a businessman resident in the Cayman Islands, and the sole shareholder in and a director of both Alberta and Semper.

4 CONSULTANTS AGREEMENT

4.1 On 1 January 2017, at about the same time as Ms Winczura founded Ennoble and Ennoble Beverages, Ennoble entered into an agreement with Canterbury Securities ("the **Consultants Agreement**"), which said, in particular and amongst other things, as follows:

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.2 The Plaintiffs will refer to the Consultants Agreement at trial for its full terms and true effect.

5 THE JUNE 2019 INVESTMENT

5.1 On 22 May 2019, Mr Scott Fleurie, an employee of Canterbury Securities, sent an email to Mr Ducharme (copied to Ms Winczura) which said,

"Blake

My friend in [sic] Erin Cayman is doing a pre-ipo round before her IPO next year, take a look at the presentation and go to meet her and try the product.

Pre-IPO round of \$2MM USD

Either way you need to meet her!

Thanks

Scott Fleurie"

5.2 The "*presentation*" to which Mr Fleurie referred, and which was attached to the 22 May 2019 email, was a document entitled "*Ennoble Beverages, Confidential, April 2019,*" (the "**April Investor Deck**"). The April Investor Deck portrayed Ennoble Beverages as a successful company with capacity for growth which was an attractive investment to potential investors.

5.3 Following an exchange of emails between Mr Ducharme and Ms Winczura on 22 May 2019 Mr Ducharme agreed to meet Ms Winczura on 5 June 2019 at her home in the Cayman Islands to discuss a potential investment in Ennoble Beverages.

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- 5.4 At the 5 June 2019 meeting, and in order to help him make an assessment of Ennoble Beverages and its business for the purpose of deciding whether or not to invest in it, Mr Ducharme asked how his money would be used.
- 5.5 In order to induce Mr Ducharme to invest in Ennoble Beverages, Ms Winczura orally represented to Mr Ducharme:
- (a) That all the money that was invested in Ennoble Beverages would be used to expand its marketing team, hire new staff, expand its distribution network, and pay for raw materials which Ms Winczura said was necessary to meet what she said was an increase in demand for Ennoble Beverages' products; and
 - (b) That Ennoble Beverages would not pay her (Ms Winczura) any money until it had become profitable.
- ("Representation 1").
- 5.6 In referring to any money that was invested in Ennoble Beverages Ms Winczura was also referring to, and Mr Ducharme understood her also to be referring to, any money that was invested in Ennoble Beverages by purchasing shares in its holding company, Ennoble.
- 5.7 In saying that Ennoble Beverages would not pay her any money until it became profitable Ms Winczura meant, and Mr Ducharme understood her to mean, that neither Ennoble nor Ennoble Beverages would pay her personally or through any company in which she was interested.
- 5.8 Also at the 5 June 2019 meeting, and in order to induce Mr Ducharme to invest in Ennoble Beverages, Ms Winczura promised to send Mr Ducharme a financial summary and business model.
- 5.9 On 6 June 2019, Ms Winczura sent Mr Fleurie an email attaching a financial summary and models, which Mr Fleurie forwarded to Mr Ducharme under cover of an email which said "*please see attached financial summary and models*" (the "**June Financial Model**").

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5.10 The June Financial Model included the following statement under the heading, "General Expenses, Consultancy Fees":

5.11 It was implicit in the above statement that the only consulting fees that were payable by Ennoble in 2019, 2020 and 2021 were those set out in the June Financial Model ("**Representation 2**")

5.12 Sometime between 6 and 9 June 2019 Mr Ducharme told Mr Swartout about the pre IPO and what Ms Winczura had said at the meeting on 5 June 2019 (ie Representation 1) and sent him the June Financial Model containing Representation 2. Mr Swartout was a friend and business partner of Mr Ducharme, and they had previously invested together through their respective companies.

5.13 As a result of receiving Representation 1 and Representation 2 Mr Swartout asked Mr Ducharme to ask Ms Winczura whether he could invest in Ennoble as well.

5.14 Accordingly, on 9 June 2019 Mr Ducharme sent Ms Winczura an email which said,

"I have spoken to my business partner Hank Swartout and he would like to participate in this round as well and we would like to each invest \$1mm each. Hank is a very well respected business icon and I believe he would bring some value to your company, please let me know if you are okay with this."

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5.15 Following further email correspondence, on 9 June 2019 Ms Winczura replied to Mr Ducharme (copied to Mr Swartout and Mr Fleurie) saying,

"Ok sounds good boys!"

5.16 On or about 9 June 2019, a meeting took place between Ms Winczura, Mr Ducharme, and Hank Swartout at Tillie's Restaurant in the Cayman Islands. During the meeting, Mr Swartout asked how his and Mr Ducharme's money would be used and, in reply, Ms Winczura repeated Representation 1.

5.17 Induced by and in reliance on each of Representation 1 and Representation 2, Mr Swartout caused his wholly-owned company, Alberta, to invest in Ennoble Beverages by purchasing shares in Ennoble pursuant to the terms of a subscription agreement dated 10 June 2019 (the "**Alberta Subscription Agreement**") by which it subscribed for 400,000 shares at a purchase price of USD 2.50 per share (a total purchase price of USD 1,000,000.00) (the "**Alberta Investment**").

5.18 Induced by and in reliance upon each of Representation 1 and Representation 2, Mr Ducharme caused his wholly-owned company, Black Gold, to invest in Ennoble Beverages by purchasing shares in Ennoble pursuant to the terms of a subscription agreement dated 14 June 2019 (the "**Black Gold June 2019 Subscription Agreement**") by which it subscribed for 800,000 shares at a purchase price of USD 2.50 per share (a total purchase price of USD 2,000,000.00) (the "**Black Gold June 2019 Investment**").

5.19 In fact,

(a) Representation 1 was false because:

- (i) Ms Winczura, Ennoble and Ennoble Beverages did not intend that all the money that was invested in Ennoble Beverages would be used to expand its marketing team, hire new staff, expand its distribution network, and pay for raw materials;
- (ii) Rather, they intended that a substantial part of the money would be paid to Ms Winczura, via her company Canterbury Securities:

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- (A) To pay fees, expenses and interest that was outstanding under the Consultancy Agreement; and
 - (B) To pay future fees and expenses under the Consultancy Agreement, including fees that were triggered by the receipt of the Investment itself.
- (b) Representation 2 was false because the fees that the June Financial Model said were payable in the year 2019 did not include:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The Transaction Fee that would become due and payable on the making in the Investment, [REDACTED]

Rather, the June Financial Model only referred to the monthly consulting fees and expenses for 2019, 2020 and 2021.

5.20 Ms Winczura, ~~Ennoble and Ennoble Beverages~~ knew that Representation 1 and Representation 2 were false (or was were recklessly careless whether they were true or false). Ms Winczura made Representation 1 and Representation 2 in her capacity as a director of each of Ennoble and Ennoble Beverages so that her knowledge and intentions in making them is to be attributed to each of those companies. She also made Representation 1 and Representation 2 in her personal capacity (in addition to her capacity as a director or each of Ennoble and Ennoble Beverages) because (1) she

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stood to gain substantially from the Alberta Investment and the Black Gold June 2019 Investment through her interest in Canterbury Securities and Canterbury Group and (2) irrespective of the capacity in which she made the Representations (such as her capacity as a director of Ennoble and Ennoble Beverages) she is liable for the fact that they were made fraudulently.

5.21 In support of the averment that Ms Winczura, ~~Ennoble and Ennoble Beverages~~ knew that Representation 1 and Representation 2 were false Black Gold and Alberta rely, in particular and amongst other things, on the following facts and matters:

(a) A payment schedule that Ennoble provided to Black Gold on 25 July 2021 which summarised the invoices that Canterbury Securities had submitted to Ennoble Beverages and the amounts that had been paid to Canterbury Securities against those invoices in the period 1 January 2017 to 30 June 2021, which were as follows:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(b) Black Gold and Alberta rely, in particular and amongst other things, on the following facts and matters which are apparent from the payment schedule:

[REDACTED]

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[Redacted text block]

[Redacted text block]

[Redacted text block]

(c) Statements from Ennoble Beverages' bank account with Wells Fargo which show, in particular and amongst other things, the following:

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

5.22 If Ms Winczura, ~~Ennoble and Ennoble Beverages~~ had not made Representation 1 or Representation 2 Mr Ducharme would not have caused Black Gold to make the Black Gold June 2019 Investment and Mr Swartout would not have cause Alberta to make the Alberta Investment.

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5.23 In the premises:

- (a) Black Gold has suffered loss and damage as a result of Ms Winczura's, ~~Ennoble's and Ennoble Beverages'~~ fraudulent misrepresentations, up to the amount of the Black Gold June 2019 Investment, ie USD 2,000,000.00; and
- (b) Alberta has suffered loss and damage as a result of Ms Winczura's, ~~Ennoble's and Ennoble Beverages'~~ fraudulent misrepresentations, up to the amount of the Alberta Investment, ie USD 1,000,000.00.

5.24 Black Gold and Alberta will give credit for the value (if any) of their shares in Ennoble.

6 THE OCTOBER 2019 INVESTMENT

6.1 In or about June 2019, Ms Winczura called Mr Ducharme on a number of occasions in order to induce him to make a further investment in Ennoble Beverages by acquiring further shares in Ennoble. During these conversations Ms Winczura repeated Representation 1.

6.2 On 29 August 2019, in order to induce Mr Ducharme and Mr Swartout to make a further investment in Ennoble Beverages, Ms Winczura sent an email to Mr Ducharme and Mr Swartout to which was attached a document entitled, "*Financial model summary updated,*" (the "**August Financial Model**"). The August Financial Model repeated Representation 2.

6.3 Further correspondence ensued between Mr Ducharme, Mr Swartout and Ms Winczura and on 14 October 2019, 5:44 PM, Mr Ducharme sent an email to Ms Winczura saying, "*When will we see the Ennoble [sic] numbers?*"

6.4 On 14 October 2019, 05:50 PM Mr Fleurie replied, "*as I said in my previous email, you will have the Ennoble numbers in the next 48hrs, I will shoot for tomorrow!*"

On 18 October 2019, 12:07 PM Ms Winczura sent an email to Mr Ducharme to which was attached a document entitled, "*Financial Statements of Ennoble Progressive Beverages Inc. For the period ended June 30, 2019 (Unaudited – Prepared by Management),*" (the "**June 2019 Unaudited Accounts**"). The June 2019 Unaudited

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Accounts said, in particular and amongst other things, that there were related party loans outstanding in 2019 of [REDACTED]

[REDACTED]

It was implicit in note 5 that Ennoble did not have any other liability to a related party and that it would not make any other payment to a related party such as Canterbury Securities until it had become profitable ("**Representation 3**").

6.6 On 18 October 2019, 1:54 PM Mr Ducharme sent an email to Ms Winczura saying,

"At first glance I'm very surprised of the massive shortfall as compared to you're [sic] forecast. I would like to have more clarity on the licence agreements for [REDACTED] and nay [sic] others, as well as the distributors. I would also like to see your new forecasts, thanks."

6.7 On 18 October 2019, 01:43 PM, in order to induce Mr Ducharme and Mr Swartout to make a further investment in Ennoble Beverages, Ms Winczura sent an email to Mr Ducharme, Mr Swartout and Mr Fleurie attaching a PowerPoint presentation which included a slide saying that Ennoble Beverages would use investors' money as follows:

" [REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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- 6.8 It was implicit in what was said in the slide that investors' money would not be used to pay any outstanding consultancy fees to or for the benefit of Ms Winczura ("**Representation 4**")
- 6.9 On 25 October 2019, in order to induce Mr Ducharme and Mr Swartout to make a further investment in Ennoble Beverages, Ms Winczura sent an email to Mr Ducharme and Mr Swartout to which was attached a suite of documents related to the proposed investment including an "Investor Deck" (the "**October Investor Deck**"). The October Investor Deck repeated Representation 3 (on page 23).
- 6.10 Induced by and in reliance on each of Representation 1, Representation 2, Representation 3 and Representation 4 Mr Swartout caused his wholly-owned company, Semper, to invest USD 1,000,000.00 in Ennoble Beverages as follows:
- (a) By a subscription agreement dated 30 October 2019 but signed on 1 November 2019, Semper subscribed for 666,667 shares in Ennoble at a purchase price of USD 1.50 per share (a total price of USD 1,000,000.00) (the "**Semper Subscription Agreement**").
 - (b) Also on 30 October 2019, ~~Semper Black Gold~~ agreed to purchase and Leeward Investments agreed to sell 266,667 shares in Ennoble for a purchase price of USD 266.67 (the "**Semper Share Purchase Agreement**").
- (the "**Semper Investment**").
- 6.11 Induced by and in reliance on each of Representation 1, Representation 2, Representation 3 and Representation 4 Mr Ducharme caused his wholly-owned company, Black Gold, to invest a further USD 2,000,000.00 shares in Ennoble Beverages as follows:
- (a) By a subscription agreement dated 30 October 2019 but signed on 5 November 2019, Black Gold subscribed for 1,333,334 shares in Ennoble at a purchase price of US\$ 1.50 per share (a total price of USD 2,000,000.00) (the "**Black Gold October 2019 Subscription Agreement**").

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- (b) Also on 30 October 2019, Black Gold agreed to purchase and Leeward Investments agreed to sell 533,334 shares in Ennoble for a purchase price of US\$ 533.34 (the "**Black Gold Share Purchase Agreement**").

(the "**Black Gold October 2019 Investment**").

6.12 In fact,

- (a) Representation 1 continued to be false for the reasons referred to in paragraph 5.19(a) above.
- (b) Representation 2 continued to be false for the reasons referred to in paragraph 5.19(b) above.
- (c) Representation 3 was false because Ennoble did have other liabilities to a related party (viz. the liability under the Consultants Agreement) and it did intend to discharge that liability before it had become profitable for the reasons referred to in 5.19(b) above.
- (d) Representation 4 was false because Ms Winczura, Ennoble and Ennoble Beverages did not intend to use all of investors' money in the manner set out in the PowerPoint for the reasons referred to in paragraph 5.19(a) above.

6.13 Ms Winczura, ~~Ennoble and Ennoble Beverages~~ knew that Representation 1, Representation 2, Representation 3 and Representation 4 were false (or ~~were~~ was recklessly careless whether they were true or false). Ms Winczura made Representation 1, Representation 2, Representation 3, and Representation 4 ~~in her capacity as a director of each of Ennoble and Ennoble Beverages so that her knowledge and intentions in making them is to be attributed to each of those companies. She also made Representation 1, Representation 2, Representation 3 and Representation 4~~ in her personal capacity (in addition to her capacity as a director or each of Ennoble and Ennoble Beverages) because (1) she stood to gain substantially from the Semper Investment and the Black Gold October 2019 Investment through her interest in Canterbury Securities and Canterbury Group and (2) irrespective of the capacity in which she made the Representations (such as her capacity as a director of Ennoble and Ennoble Beverages) she is liable for the fact that they were made fraudulently.

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6.14 In support of the averments that Ms Winczura, ~~Ennoble and Ennoble Beverages~~ knew that Representation 1, Representation 2, Representation 3 and Representation 4 were false Black Gold and Semper rely, in particular and amongst other things, on the following facts and matters:

- (a) The facts and matters referred to in paragraph 5.21 above.
- (b) The Ennoble Beverages bank statements which also show, in particular and amongst other things, that:

[REDACTED]

6.15 If Ms Winczura, ~~Ennoble and Ennoble Beverages~~ had not made Representation 1, Representation 2, Representation 3 and Representation 4 Mr Ducharme would not have caused Black Gold to make the Black Gold October 2019 Investment and Mr Swartout would not have caused Semper to make the Semper Investment.

6.16 In the premises:

- (a) Black Gold has suffered loss and damage as a result of Ms Winczura's, ~~Ennoble's and Ennoble Beverages'~~ fraudulent misrepresentations, being the amount of the Black Gold October 2019 Investment, ie USD 2,000,000.00; and
- (b) Semper has suffered loss and damage as a result of Ms Winczura's, ~~Ennoble's and Ennoble Beverages'~~ fraudulent misrepresentations, being the amount of the Semper Investment, ie USD 1,000,000.00.

6.17 Black Gold and Alberta will give credit for the value (if any) of their shares in Ennoble.

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7 RESCISSION

7.1 By a letter dated 10 June 2022:

- (a) Alberta rescinded the Alberta Subscription Agreement;
- (b) Semper rescinded the Semper Subscription Agreement and the Semper Share Purchase Agreement; and
- (c) Black Gold rescinded the Black Gold June 2019 Subscription Agreement, the Black Gold October 2019 Subscription Agreement and the Black Gold Share Purchase Agreement.

7.2 ~~In the premises Black Gold, Alberta and Semper are each entitled to be repaid their respective shares of the Investment in exchange for the shares in Ennoble that they purchased under the above agreements.~~

8 UNLAWFUL MEANS CONSPIRACY

8.1 Paragraphs 1 to 7 above are repeated.

8.2 Ms Winczura, Ennoble, Ennoble Beverages, Canterbury Securities, Canterbury Group, and Leeward Investments (or any two or more together) wrongfully and with intent to injure Black Gold, Alberta and Semper by unlawful means conspired and combined together to defraud Black Gold, Alberta and Semper.

8.3 Ms Winczura knew and intended that she, Ennoble, Ennoble Beverages, Canterbury Securities, Canterbury Group and Leeward Investments would combine together to induce Mr Ducharme and Mr Swartout to cause their respective companies (Black Gold, Alberta and Semper) to make the Investment by means of the fraudulent misrepresentations referred to above. Ms Winczura was at all material times a director of each of Ennoble, Ennoble Beverages, Canterbury Securities, Canterbury Group and Leeward Investments and her knowledge and intention is to be attributed to each of them.

8.4 Pursuant to and in furtherance of the conspiracy pleaded above, Ms Winczura, Ennoble, Ennoble Beverages, Canterbury Securities, Canterbury Group and Leeward

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Investments carried out the following unlawful acts and means by which Black Gold was injured:

- (a) Ms Winczura, Ennoble and Ennoble Beverages made the representations referred to above fraudulently, knowing they were false or recklessly, not caring whether they were true or false.
- (b) Ennoble entered into the Alberta Subscription Agreement knowing that Alberta had been induced to enter into it by the fraudulent misrepresentations of Ms Winczura, Ennoble and Ennoble Beverages.
- (c) Ennoble entered into Semper Subscription Agreement knowing that Semper had been induced to enter into it by the fraudulent misrepresentations of Ms Winczura, Ennoble and Ennoble Beverages.
- (d) Ennoble entered into the Black Gold June 2019 Subscription Agreement knowing that Black Gold had been induced to enter into it by the fraudulent misrepresentations of Ms Winczura, Ennoble and Ennoble Beverages.
- (e) Ennoble entered into the Black Gold October 2019 Subscription Agreement knowing that Black Gold had been induced to enter into it by the fraudulent misrepresentations of Ms Winczura, Ennoble and Ennoble Beverages.
- (f) Leeward Investments entered into the Black Gold Share Purchase Agreement knowing that Black Gold had been induced to enter into it by the fraudulent misrepresentations of Ms Winczura, Ennoble and Ennoble Beverages.
- (g) Leeward Investments entered into the Semper Share Purchase Agreement knowing that Semper had been induced to enter into it by the fraudulent misrepresentations of Ms Winczura, Ennoble and Ennoble Beverages.
- (h) Canterbury Securities submitted invoices to Ennoble and received the payments referred to in paragraph 5.21 above in the circumstances referred to therein.
- (i) Ennoble Beverages received a total of USD 6,000,000.00 knowing that the sums had been paid as a result of the fraudulent misrepresentations.

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- (j) Ennoble Beverages instructed its bank to make payments to Canterbury Group in 2019 and 2020.
- (k) Ennoble Beverages instructed its bank to make payments to Canterbury Securities in 2019 and 2020.

8.5 In the premises Ms Winczura, Ennoble, Ennoble Beverages, Canterbury Securities, Canterbury Group, and Leeward Investments, are jointly and severally liable in damages for conspiracy as follows:

- (a) To Black Gold up to the sum of USD 4,000,000.00;
- (b) To Alberta up to the sum of USD 1,000,000.00; and
- (c) To Semper up to the sum of USD 1,000,000.00.

9 INTEREST

9.1 Black Gold, Alberta and Semper claim interest, whether or not compounded, on such sums as are found to be due to it pursuant to section 34 of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules 2021 or the Court's equitable jurisdiction.

AND

BLACK GOLD claims:

~~1~~ A declaration that the Black Gold June 2019 Subscription Agreement, the Black Gold October 2019 Subscription Agreement and the Black Gold Share Purchase Agreement have been validly rescinded; alternatively rescission of those contracts.

~~2~~ Return of the sum of USD 4,000,000.00.

~~3~~ Further or alternatively, ~~d~~ damages for fraudulent misrepresentation.

~~4~~ Further or alternatively, damages for conspiracy.

~~5~~ Interest whether compounded or not.

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ALBERTA claims:

~~6~~ A declaration that the Alberta Subscription Agreement has been validly rescinded; alternatively rescission of that contract.

~~75~~ Return of the sum of USD 1,000,000.00.

~~86~~ Further or alternatively, ~~d~~ Damages for fraudulent misrepresentation.

~~97~~ Further or alternatively, damages for conspiracy.

~~108~~ Interest whether compounded or not.

SEMPER claims:

~~11~~ A declaration that the Semper Subscription Agreement and the Semper Share Purchase Agreement have been validly rescinded; alternatively rescission of those contracts.

~~129~~ Return of the sum of USD 1,000,000.00.

~~1310~~ Further or alternatively, ~~d~~ Damages for fraudulent misrepresentation.

~~1411~~ Further or alternatively, damages for conspiracy.

~~1512~~ Interest whether compounded or not.



Ogier

Attorneys for the Plaintiffs

This Writ was issued by Ogier, Attorneys-at-Law for the Plaintiffs, whose address for service is: 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (MKS/MGI/427795.00001)

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.
- 2 After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman KY1-1106.
- 3 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).
- 4 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.
- 5 If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 days after a Statement of Claim has been served on the Defendant.
- 6 If the Defendant fails to serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
- 7 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 overleaf for Notes for Guidance.

This Writ was issued by Ogier, Attorneys-at-Law for the Plaintiffs, whose address for service is: 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (MKS/MGI/427795.00001)

Notes for Guidance

- 8 Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
- 9 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.
- 10 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)”.
- 11 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 of paragraph 1 of the description “Partner in the firm of _____” after his name.
- 12 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.
- 13 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 his behalf.
- 14 Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
- 15 A Defendant acting in person may obtain help in completing the form at the Courts Office.

This Writ was issued by Ogier, Attorneys-at-Law for the Plaintiffs, whose address for service is: 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (MKS/MGI/427795.00001)

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO. FSD OF 2022

BETWEEN:

BLACK GOLD INVESTMENT HOLDINGS INC	First Plaintiff
HCS INVESTMENT HOLDINGS, LTD (formerly known as 2013401 Alberta, ltd)	Second Plaintiff
SEMPER LUXEMBOURG HOLDING	Third Plaintiff

-v-

ERIN IN THE PREM WINCZURA	First Defendant
ENNOBLE PROGRESSIVE BEVERAGE DISTRIBUTION INC.	Second Defendant
ENNOBLE BEVERAGES INC.	Third Defendant
CANTERBURY SECURITIES, LTD	Fourth <u>Second</u> Defendant
CANTERBURY GROUP	Fifth <u>Third</u> Defendant
LEEWARD INVESTMENTS SPC	Sixth <u>Fourth</u> Defendant

AMENDED ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

This Acknowledgment of Service is filed by:

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.



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 (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.

Attorneys-at-law for the Defendants

This Acknowledgment of Service is filed by:

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 principal office.

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

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Grand Cayman
KY1-9009, Cayman Islands
Ref: MK/MG/427795.00001

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

This Acknowledgment of Service is filed by _____, Attorneys-at-Law for the Defendant, whose address for service is: _____