



AND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 2023

INTERNATIONAL CARETAKER FOUNDATION LLC

First Plaintiff

DR. NATCHEZ MORICE III

Second Plaintiff

-AND-

SAMUEL BANKS, JR

First Defendant

URGENT CARE HOLDINGS, LTD

Second Defendant

CAYMAN ISLANDS URGENT CARE, LTD

Third Defendant

WRIT OF SUMMONS

To: Samuel Banks, Jr.	Urgent Care Holdings, Ltd.	Cayman Islands Urgent Care, Ltd.
81 Godfrey Nixon Way, George Town, Grand Cayman.	10 Haven Close, George Town, Grand Cayman.	81 Godfrey Nixon Way, George Town, Grand Cayman.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

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, 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 7 July 2023

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

1. The First Plaintiff is International Caretaker Foundation LLC a limited liability company incorporated in Delaware, United States of America whose registered office is care of Delaware Corporations LLC, 1000 N. West St., Ste. 1501, Wilmington, Delaware, USA.
2. The Second Plaintiff is Dr. Natchez Morice III an individual who resides at 108 Nicholls Dr. Thibodaux, Louisiana, USA. The Second Plaintiff is the managing member of the First Plaintiff.
3. The First Defendant is Samuel Banks Jr. an individual residing in the Cayman Islands whose address is 81 Godfrey Nixon Way, George Town, Grand Cayman.
4. The Second Defendant is Urgent Care Holdings, Ltd, a company incorporated in the Cayman Islands whose registered office is 81 Godfrey Nixon Way, George Town, Grand Cayman. The Second Defendant is wholly owned and controlled by the First Defendant.
5. The Third Defendant is Cayman Islands Urgent Care, Ltd a company incorporated in the Cayman Islands whose registered office is at 81 Godfrey Nixon Way, George Town, Grand Cayman, Cayman Islands. UCL business is the operation of an urgent medical care clinic in the Cayman Islands trading under the name “Doctors Express”.
6. By way of an agreement made orally and partially in writing between mid 2015 to early 2016 evidenced by communications exchanged between the Second Plaintiff (acting on behalf of the First Plaintiff) and the First Defendant, the First Plaintiff and the First and Second Defendants agreed to establish an urgent medical care clinic in the Cayman Islands which was to be called “Doctors Express” (the “**Business**”)
7. The terms of the Agreement, *inter alia*, were as follows:
 - a) The First Plaintiff and Second Defendant would be the shareholders in the Third Defendant which would own and operate the Business;
 - b) The First Plaintiff would hold a 40% equity interest in Third Defendant by way of a corresponding shareholding and the Second Defendant would hold a 60% equity interest through a corresponding shareholding;

- c) The First Plaintiff and the Second Defendant would each make capital contributions to the Third Defendant in accordance with their ownership interest (40% / 60%);
- d) The First Defendant, an attorney then practicing corporate law in the Cayman Islands, would take all necessary corporate formalities in respect of registering the First Plaintiff and the Second Defendant's ownership interest in the Third Defendant.

(the "Agreement")

8. On 14 June 2016, the First Defendant requested a capital contribution of US\$ 150,000 on behalf of the Third Defendant. In accordance with the terms of the Agreement, the First Plaintiff made a capital contribution of US\$ 60,000 to the Third Defendant (40% of US\$ 150,000).
9. In the months following the First Defendant requested further capital contributions. The First Plaintiff duly paid the capital contributions in accordance with it holding a 40% ownership interest in the Third Defendant.
10. In or about July 2017, the First Defendant provided the Second Plaintiff documents which he represented would formally register the First Plaintiff's 40% equity interest in the Third Defendant. The Second Plaintiff duly completed the documents on behalf of the First Plaintiff and returned them to the First Defendant.
11. Thereafter the First Defendant requested further capital contributions from the First Plaintiff for the Third Defendant, which were duly paid by the First Plaintiff in accordance with its 40% ownership interest. In total contributions of US\$ 441,870.18 were paid by the First Plaintiff.
12. At the request of the First Defendant, the Second Plaintiff agreed to loan the First Defendant funds to enable the Second Defendant to be able to make its own capital contributions. In total US\$ 150,000 was lent by the Second Plaintiff to the First Defendant.
13. In the years that followed, the parties proceeded on the basis and understanding that the First Plaintiff held 40% of the equity in the Third Defendant by way of a corresponding shareholding.
14. In May 2022, the First Defendant offered to purchase the First Plaintiff's shareholding in the Third Defendant. No agreement was reached.
15. In September 2022, the First Defendant caused the Third Defendant's attorneys, Campbells, to write the First Plaintiff's former attorneys asserting that the First Plaintiff had not been recorded as a 40% shareholder in the Third Defendant and as a result the First Plaintiff did not hold a 40% equity interest in the Third Defendant.

16. Despite the demands of the First Plaintiff, the Defendants have refused to register the First Plaintiff's 40% equity shareholding in the Third Defendant. The Defendants assert wrongly that the Second Defendant owns 100% of the equity in the Third Defendant.
17. By reason of the Defendants breach of the Agreement, the First Plaintiff has suffered loss and damage, namely that it has been deprived of the shares in Third Defendant representing its 40% equity interest.
18. The First Plaintiff is entitled to specific performance of the Agreement and consequent orders requiring the Defendants to take the necessary steps to register the First Plaintiffs' 40% equity shareholding in the Third Defendant. Alternatively, the First Plaintiff seeks damages.
19. Further, the First Plaintiff's name has without sufficient cause been omitted from the register of members and being aggrieved thereby the First Plaintiff is entitled to have its name entered on the register.
20. The Second Plaintiff further seeks the amounts outstanding from the First Defendant for the loans referenced in paragraph 12 above in the principal amount of US\$ 50,000 together with interest. As of 29 June 2022, as agreed by the parties, the interest amounted to US\$ 28,760. Further interest continues to accrue on the debt at the rate of 12.5% per annum. Alternatively, the Second Plaintiff claims interest pursuant to s. 34 of the Judicature Act (2021 Revision).

AND THE PLAINTIFFS CLAIM:

1. An order that the Companies Register be rectified reflect that the First Plaintiff is the owner of shares representing 40% ownership in the Third Defendant;
2. Further and/or alternatively, an order by way of specific performance of the Agreement (as defined above), more particularly that the First and Second Defendants do procure the allotment to the First Plaintiff of shares representing 40% ownership in Third Defendant;
3. Alternatively, Damages in lieu or of in addition to specific performance;
4. Repayment of the US\$ 50,000 loan due from the First Defendant to the Second Plaintiff;
5. Interest on the above loan in the amount of US\$ 28,760 as of 29 June 2022 and increasing thereafter at a daily rate of US\$ 17.12. Alternatively, Pre and post judgment interest pursuant to the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules 2021;
6. Costs;

7. Such further and other relief as the Court thinks fit.

Dated this 7th day of July 2023

BROADHURST
BROADHURST LLC
Attorneys-at-Law for the Plaintiffs

This Writ of Summons and Statement of Claim is issued by Broadhurst LLC, Attorneys-at-law for the Plaintiffs, whose address for service is 4th Floor Monaco Towers, 54 Edward Street, George Town, Grand Cayman KY1-1104, Cayman Islands (Ref. 884-1)

INDORSEMENT

1. Interest agreed in the amount of US\$ 28,760 as of 29 June 2022 and continuing thereafter at the rate of 12.5% per annum at a daily rate of US\$ 17.12. The total interest is US\$ 35,659 as of the date of filing (US\$ 28,760 as of 29 June 2022 and US\$ 6,899.36 as of 7 July 2023)
2. Alternatively, interest is claimed pursuant to the Judicature Law and Judgment Debts (Rates of Interest) Rules 2012 at the rate of 2.375% from 29 June 2022 on US\$ 50,000 in the amount of US\$ 1,204.74 and continuing to accrue at a daily rate US\$ 3.26. Total interest at the date of filing is US\$ 29,964.74 (US\$ 28,760 as of 29 June 2022 and US\$ 1,204.74 as of 7 July 2023)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 2023

BETWEEN:

INTERNATIONAL CARETAKER FOUNDATION LLC

First Plaintiff

DR. NATCHEZ MORICE III

Second Plaintiff

-AND-

SAMUEL BANKS, JR

First Defendant

URGENT CARE HOLDINGS, LTD

Second Defendant

CAYMAN ISLANDS URGENT CARE, LTD

Third Defendant

**ACKNOWLEDGEMENT 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.

-
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.

(Signed) _____

[Attorney] for

[Defendant in Person]

Address for service:

Please see 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 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.

Endorsement by Plaintiff’s Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

BROADHURST LLC.
4th Floor, Monaco Towers
54 Edwards Street
George Town
Cayman Islands

Endorsement by Defendants’ Attorney (or by the Defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for defendant endorsement]

**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 495G, George Town, Grand Cayman.
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 14 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 installments or otherwise.

See over for notes for guidance.

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, he must complete the form 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, an Attorney acting for a guardian ad litem must complete the form.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.