

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO: GC OF 2023**

**B E T W E E N:**

**LABORATORY CORPORATION OF AMERICA**

**Plaintiff**

**AND**

**ROYALE MEDICAL AND WELLNESS CENTRE LTD**

**Defendant**




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**WRIT OF SUMMONS**

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**TO:** The Royale Medical and Wellness Centre Ltd.  
 No. 68 West Bay Road  
 Bay Town Plaza  
 George Town  
 P.O. Box 239  
 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 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, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, 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 17<sup>th</sup> day of November 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 Acknowledgement of Service are given with the accompanying form.

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**STATEMENT OF CLAIM**

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1. The Plaintiff is and was at all material times a company based in Delaware, U.S.A engaged in the business of providing reference clinical laboratory services. The Plaintiff's address for service is care of its Attorneys, HSM Chambers, 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
  
2. The Defendant is and was at all material times a company incorporated in the Cayman Islands (No. 348217) whose registered office is No. 68 West Bay Road, Bay Town Plaza, George Town, PO Box 239, Grand Cayman, Cayman Islands, (the "LabCorp"). The Defendant Company is a medical facility which provides medical care and medical testing services.
  
3. By a Laboratory Services Agreement dated 30 June 2020, executed by Mr. Christopher Boster, Senior Vice President of the Plaintiff Company and Mr. Kirk Donald, Director of the Defendant Company, it was agreed that the Defendant company would send specimens to the Plaintiff company for testing, for which the Defendant company would then be billed, on a monthly basis. Pursuant to the terms of the Agreement, payment of the said invoices was due thirty days after the date of the invoice (the "Agreement").
  
4. Pursuant to the terms of the Agreement, the Plaintiff tested the specimens provided by the Defendant and rendered invoices from time to time, details of which are set out in the table below:

<b>Item</b>	<b>Date of Invoice</b>	<b>Invoice No.</b>	<b>Date Payment Due</b>	<b>Amount (USD) Outstanding</b>
1.	1 Jan 2022	71615641	31 Jan 2022	\$2,740.91
2.	29 Jan 2022	71873965	28 Feb 2022	\$3,549.93
3.	26 Feb 2022	72158684	28 March 2022	\$10,675.29
4.	2 April 2022	72410679	2 May 2022	\$14,363.53

5.	30 April 2022	72718517	30 May 2022	\$7,886.81
6.	28 May 2022	73011955	27 June 2022	\$6,972.98
7.	2 July 2022	73413440	2 August 2022	\$8,169.17
8.	30 July 2022	73621378	29 August 2022	\$7,852.61
9.	27 August 2022	73861367	26 Sept 2022	\$7,613.08
10.	1 October 2022	74181523	31 October 2022	\$16,272.40
				<b>Total \$ 86,096.71</b>

5. In breach of the Agreement, the Defendant failed to pay the balances on the aforementioned invoices as and when due.
6. Consequently, by Promissory Note executed by Mr. Kirk Donald, Director of the Defendant Company on 16 December 2022, the Defendant acknowledged its debt to the Plaintiff in the amount of **US\$86,096.71** and agreed to make payments in instalments until the debt was paid in full (the "Promissory Note").
7. The following, inter alia, were the terms of the Promissory Note to which the Defendant agreed:
  - a) *Beginning on or before December 30 2022, and continuing on or before the 30<sup>th</sup> day of each subsequent month until the balance and any and all accrued interest is paid in full, Maker shall make monthly payments to LabCorp. The first six payments shall be in the minimum amount of two Thousand Five Hundred Dollars. Beginning on or before June 30 2023, monthly payments shall increase to a minimum of Three Thousand Dollars per month, until the Balance and all accrued interest has been paid in full.*
  - b) *If an event of Default shall occur, then the entire balance due hereunder shall become due and payable immediately, without notice, at the option of LabCorp.*

- c) *In the event of Default, Maker shall reimburse LabCorp for all costs, expenses or damages in connection with the enforcement of this Promissory Note, including but not limited to court costs, litigation expenses, and actual reasonable attorney's fees incurred by LabCorp.*
- d) *In the event of Default, the unpaid Balance will bear interest at the rate of 8% per annum.*
8. Since executing the Promissory Note, the Defendant has not made any payment.
9. Accordingly, the Plaintiff by its Attorneys issued a Formal Demand Letter dated 4 May 2023, which was delivered to the Defendant's registered office, demanding payment of the outstanding sum due under the Promissory Note.
10. The Defendant failed to comply with the Formal Demand and the Plaintiff has suffered loss and damage as a result. Accordingly, the Plaintiff claims US\$86,096.71 being the principal sum due under the Promissory Note.
11. The Plaintiff also claims pre- and post-judgment interest at the contractual rate of 8% per annum from 31 December 2022 to 17 November 2023 in the sum of US\$6,019.69 and continuing at the rate of US\$18.87 per diem.
12. Alternatively, the Plaintiff claims pre- and post-judgement interest in accordance with the Judicature Law (2021 Revision) and the Judgement Debts (Rates of Interest) Rules, 2021 at the statutory rate of 2.375% for such period as the Court deems just.
13. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

**AND THE PLAINTIFF CLAIMS:**

- a) US\$86,096.71 being the Principal Sum due;
- b) Pre- and post-judgment interest at the contractual rate of 8% per annum from 31 December 2022 to 17 November 2023 in the sum of US\$6,019.69 and continuing at the rate of US\$18.87 per diem;

- c) Alternatively, pre- and post-judgment interest in accordance with the *Judicature Law (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the statutory rate of 2.375% for such period as the Court deems just;
- d) Costs;
- e) Such further and other relief as this Court may deem just.



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**HSM Chambers**  
**Attorneys-at-Law for the Plaintiff**

**INDORSEMENT**

The principal amount claimed in respect of the debt is US\$86,096.71. The amount of the filing fees to commence the proceeding is CI\$200.00 plus Ad Valorem in the sum of CI\$605.99. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

**INDORSEMENT REGARDING INTEREST**

1. The contractual term upon which interest is claimed is as set out in paragraphs 7 and 11 above;
2. The prescribed rate of interest is 8% per annum;
3. The date from which interest is payable is 31 December 2022; and
4. The amount of interest accruing due each day is US\$18.87.

This WRIT OF SUMMONS was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands (ref: 510600-0001)

No.8

**Acknowledgment of service of writ of summons (O.12, r.3)****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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, Grand Cayman.

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 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.

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  
Please complete overleaf***

**Notes for Guidance**

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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: GC OF 2023

B E T W E E N:

LABORATORY CORPORATION OF AMERICA

Plaintiff

AND

ROYALE MEDICAL AND WELLNESS CENTRE 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.

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 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 communication 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 box below.

HSM Chambers  
68 Fort Street  
PO Box 31726  
George Town  
Grand Cayman KY1-1207  
CAYMAN ISLANDS  
  
Ref: 420974-0001

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]

