



GRAND COURT OF THE CAYMAN ISLANDS

**CAUSE NO. OF 2024
PROBATE & ADMINISTRATION NO. 6 OF 2019**

BETWEEN:

ANDREA WONG SAM

PLAINTIFF

AND:

CARLOS DE SERPA PIMENTEL

(Court Appointed Sole Administrator of the Estate of Brian Richard Selby Uzzell)

DEFENDANT

WRIT OF SUMMONS

TO: CARLOS DE SERPA PIMENTEL
9TH Floor, 60 Nexus Way
Camana Bay, 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 28 days after the service of the 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, 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 judgement may be entered against you forthwith without further notice.

Issued this ___ day of _____ 2024.

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 renewed by order of the Court.

IMPORTANT

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

PARTICULARS OF CLAIM

1. The Plaintiff is a beneficiary under the Last Will and Testament of Brian Richard Selby Uzzell bearing the date 11th day of September 2015 (the Will).
2. The Defendant is the Sole Administrator of the Estate of the deceased pursuant to Court Order dated August 7, 2020.
3. The deceased died on 30th November 2018 and Grant of Probate in respect of the Will was issued on the 5th of March 2019 by this Honourable Court.
4. In accordance with, and as a beneficiary of, the Will, the Plaintiff is entitled to one twentieth (5%) of the Net Residuary Estate (the Estate) of the deceased.
5. Pursuant to Clause 6 of the Will, the Plaintiff is afforded the option to select one or more of certain specified properties in satisfaction or part satisfaction of her 5% interest, contingent upon the fulfilment of the conditions further stipulated in Clause 6 of the Will.
6. The relevant section of Clause 6 reads:
"6. Option for Andrea to take certain properties in or towards satisfaction of Andrea's share

(a) Andrea shall have an option to take any one or more of the properties specified below (Andrea's Specified Properties) in or towards satisfaction of Andrea's share subject to and in accordance with the procedures specified in this Clause 6.
7. The Plaintiff, in exercise of the option in Clause 6 of the Will, chose to take the property at 402 SW 158 Terrace, Unit 201 Pembroke Pines, FL 33027 ("the Condo") towards satisfaction of her 5% interest.
8. On several occasions, the Plaintiff confirmed her intention to take the condo towards satisfaction of her interest.
9. On March 25, 2019, Justin Uzzell, the then Joint Executor with the Plaintiff of the deceased's Estate sent an email to the Plaintiff with an "Option Notice" pursuant

to Clause 6(c) of the Will requesting that the Plaintiff confirm her intention to exercise the option to take the condo.

10. Clause 6(c) of the Will which deals with the Option Notice reads:
"...My executor shall notify Andrea if she survives me by 30 days in writing of the existence and terms and conditions of her Option (an Option Notice) not later than one month after the Grant of probate..."
11. By email to the Plaintiff on May 28, 2019, Mr. Uzzell requested that the Plaintiff, if she wishes to take the condo, should exercise her option in accordance with the Will.
12. The Plaintiff, by email on June 5, 2019, confirmed said intention.
13. According to Clause 6 of the Will, after the Plaintiff chose to exercise her option to acquire one of the specified properties, a valuation was to be conducted. Following this, the Plaintiff was obligated to provide final confirmation of her intention to exercise the option, after which the condo was to be transferred to her.
14. By email sent on July 5, 2019, Mr. Uzzell acknowledged the Plaintiff's exercise of the option and that a valuation should be carried out on the condo over which the Plaintiff exercised the option.
15. A valuation was carried out on the condo and a copy of said valuation report was provided to the Plaintiff on September 16, 2019.
16. On September 24, 2019, Mr. Uzzell emailed the Plaintiff requesting that she disclose whether she wishes to exercise her option, and on the same date the Plaintiff advised Mr. Uzzell that she confirms the final exercise of the option.
17. The condo has not been transferred to the Plaintiff despite her several confirmations that she intended to exercise that option.
18. Some two years later, on May 7, 2021, the Defendant sent an "Option Notice" to the Plaintiff by email, requesting that the Plaintiff confirm both her acceptance of the Option Notice and her desire to proceed with the transfer of the condo into her name.
19. Five (5) days later, on May 12, 2021, the Plaintiff replied to the May 7 email confirming her decision to assume ownership of the said property.

20. Two (2) days later, on May 14, 2021, she received confirmation from the Defendant that the condo would be transferred to her.
21. After the Plaintiff again exercised her option to take possession of the condo, the Defendant requested that the Plaintiff remove from the property she was residing in at 570 Enclave Circle West ("the Enclave"), which formed a part of the Estate, and into the condo.
22. Upon receiving confirmation from the Defendant that the condo would be transferred to her, the Plaintiff, in reliance on said promise, relocated to the condo on or around June 12, 2022.
23. The Plaintiff has made the condo her home and has integrated into the community.
24. Despite repeated demands made by the Plaintiff personally and through her counsel, the condo has not been transferred to the Plaintiff to date.
25. On September 16, 2022, the Defendant made known to the Plaintiff his stance that he was not in a position to transfer the condo to her because doing so would mean that the Plaintiff would have exceeded her share by US\$50,251.97. Alternatively, according to the Defendant, if the condo was not transferred to the Plaintiff, the Plaintiff would be entitled to US\$190,298.03.
26. In support of his position, the Defendant relied on an Analysis prepared by the Estate's accountants which Analysis included purported payments to the Plaintiff of US\$90,975.61 as interim distributions from the Estate and US\$290,235.22 as legal fees, reducing the amount owed to the Plaintiff.
27. The Plaintiff disputes the amount of legal fees stated in the Analysis and claims that the correct figure should be US\$87,000.00 and not US\$290,135.22.
28. Before the Defendant was appointed sole Administrator, the Plaintiff and Justin Uzzell were Executors of the Estate pursuant to the Will. By Summons dated May 5, 2020, the Uzzells sought the removal of the Plaintiff as Executor. The Plaintiff contested this action and was unsuccessful. By Court Order dated August 7, 2020, the Plaintiff was removed as Executor of the Estate and the Defendant was appointed Sole Administrator. The Plaintiff was liable to the Estate for costs. The Plaintiff received invoices showing costs totaling US\$290,135.22, which amount was not agreed.

29. By Settlement Agreement dated December 9, 2020, which was entered into by the Plaintiff, the Estate, and the Defendant, costs were agreed at US\$87,000.00. The costs due to the Estate were to be deducted from the Plaintiff's share of the Estate. The amount for costs that should be deducted from the Plaintiff's share is therefore US\$87,000.00.
30. Had the correct figure been used in the Analysis attached to the Defendant's September 16 email, the Plaintiff would not only have been within her 5% share if the condo was transferred to her, but she would have been due a further US\$152,883.25 from the Estate to make up her 5% share.
31. Also, the Plaintiff has incurred significant expenses related to the Estate, including repairs to the Enclave property and condo, and the deceased's medical expenses and other expenses. These expenses totaling US\$110,106.99 and CI\$57,022.87 further increase the amount that would be due to the Plaintiff. The Plaintiff has not been reimbursed for these expenditures despite submitting details of same to the Defendant. The Plaintiff will seek reimbursement of these expenditures as special damages.
32. The Plaintiff, both personally and through her legal representatives in Florida and the Cayman Islands, has repeatedly sought a comprehensive and precise accounting of the deceased's Estate from the Defendant. Despite these efforts, no such accounts have been submitted to the Plaintiff or to the Court in Cause No. P&A 6 of 2019.

AND the Plaintiff claims:

- (a) A declaration that, having duly exercised her option under the Will, the Plaintiff is the rightful owner of the property located at 402 SW 158 Terrace, Apartment 201, Pembroke Pines, Florida 33027;
- (b) Further, or in the alternative, a declaration that the Defendant is estopped from resiling on his promise to transfer the property to the Plaintiff;
- (c) An order that the Defendant take the necessary steps to have title to the property transferred in the Plaintiff's name;
- (d) Special damages in the amount to be determined;

- (e) An accounting detailing the value of the Net Residual Estate, including the
Pembroke Pines property;
- (f) Such further or other relief as this Honourable Court deems fit;
- (g) Costs;

CP Attorneys

CP ATTORNEYS
ATTORNEYS-AT-LAW FOR THE 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 495G, George Town, 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 "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

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.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgement 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 is 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 28 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 (.....)” 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 2024
PROBATE & ADMINISTRATION NO. 6 OF 2019

BETWEEN:

ANDREA WONG SAM

PLAINTIFF

AND:

CARLOS DE SERPA PIMENTEL

(Court Appointed Sole Administrator of the Estate of Brian Richard Selby Uzzell)

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 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
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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
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Service of this Writ is acknowledged accordingly

(Signed) _____
Defendant/Attorney for the Defendant

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

CP Attorneys 228 Dolphin House Elizabethan Square George Town, P.O. Box 561 Grand Cayman, KY1-1602
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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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