



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2024

BETWEEN:

ROBERT YOUNG

PLAINTIFF

AND:

SECURUS CO. LTD

DEFENDANT

WRIT OF SUMMONS

TO: Securus Co. Ltd. of Lainston International Management, Ltd., PO Box 31298, Sussex House, Elgin Avenue, George Town, Grand Cayman KY1-1206, 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, 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 7th day of August 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 unless renewed by order of the Court.

This **WRIT OF SUMMONS AND STATEMENT OF CLAIM** is filed by Campbells LLP, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: IJD/JFI/09961-42602).

IMPORTANT

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

This **WRIT OF SUMMONS AND STATEMENT OF CLAIM** is filed by Campbells LLP, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: IJD/JFI/09961-42602).

STATEMENT OF CLAIM

The Parties

1. The Plaintiff is an individual and was, at all material times prior to 22 September 2023, the owner of all of the issued and outstanding shares in an entity known as Surefine Ltd., an exempt company incorporated under the laws of the Cayman Islands on 17 March 2006 (Registration No. 164850) ("**Surefine**").
2. The Defendant is and was at all material times an exempt company incorporated under the laws of the Cayman Islands on 27 October 2022 (Registration No. 395275) and wholly owned by its sole director, Mr Scott Edward Lamb.

The Share Purchase Agreement

3. The Plaintiff's claim against the Defendant arises from a written agreement dated 22 September 2023 between the Plaintiff, the Defendant and Surefine (the "**SPA**"). The Plaintiff will rely on the full text of the SPA for its full meaning and effect. Without prejudice to that right, the Plaintiff relies on the following terms for the purposes of this Statement of Claim:
 - 3.1. the Plaintiff agreed to sell and the Defendant agreed to purchase all of the issued and outstanding shares in the capital of Surefine, being 1 share of a par value of US\$1 (the "**Surefine Share**");
 - 3.2. in consideration for the sale of the Surefine Share, the Defendant agreed to pay to the Plaintiff:
 - 3.2.1. the 'Purchase Price', defined in the SPA as being the sum of CA\$6,500 (clause 3.1); and
 - 3.2.2. additional consideration, on a dollar for dollar basis, to a maximum sum of CA\$91,773.94 (as may be adjusted from time to time) representing the balance of accounts receivable of Surefine on hand as disclosed in the

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balance sheet appended at Schedule 4 to the SPA, which was to be paid on the 15th day of every month following the month of collection (the “**Additional Consideration**”) (clauses 3.2 and 4.4);

- 3.3. the Defendant was required to exert all reasonable efforts to collect the outstanding amounts of the accounts receivable (clause 3.2);
 - 3.4. the Defendant agreed to provide to the Plaintiff monthly statements reflecting the outstanding balance of accounts receivable of Surefine (the “**Monthly Statements**”) (clause 4.4);
 - 3.5. the parties agreed that any accounts receivable of Surefine could only be declared uncollectable by the Plaintiff at which point they would be written off as agreed by the Plaintiff and Defendant (clause 4.4); and
 - 3.6. time was of the essence in relation to the SPA (clause 1.11).
4. The purpose of including the requirement to pay the Additional Consideration under the SPA was to compensate the Plaintiff for Mr Lamb’s failure or refusal to issue accounts for annual administrative fees due to Surefine in 2022 and 2023, which he was contractually obliged to do.
 5. That is, the Defendant agreed that when it finally did collect Surefine’s accounts receivable, it was only fair that it should pay the Additional Consideration to the Plaintiff pursuant to clause 3.2 of the SPA.
 6. At no point has the Defendant given notice to the Plaintiff that any of the accounts receivable of Surefine are uncollectable or requested that any sums be written off pursuant to clause 4.4 of the SPA. Accordingly, there has been no agreement between the Plaintiff and the Defendant to write off any accounts receivable pursuant to clause 4.4 of the SPA.

This **WRIT OF SUMMONS AND STATEMENT OF CLAIM** is filed by Campbells LLP, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: IJD/JFI/09961-42602).

7. Despite the Plaintiff transferring the Surefine Share to the Defendant by written share transfer instrument dated 22 September 2023 in accordance with the terms of the SPA, the Defendant did not pay to the Plaintiff the Purchase Price until late March 2024.

Breach of the SPA by the Defendant

8. In breach of the express terms of the SPA and despite demand by the Plaintiff, the Defendant has failed or refused, and continues to fail or refuse, to:
 - 8.1. since 22 September 2022, provide to the Plaintiff the Monthly Statements; and
 - 8.2. pay to the Plaintiff the Additional Consideration on the 15th day of each month following the month of collection, or at all.
9. The Defendant is liable to the Plaintiff for loss and damage caused by the Defendant's breaches of the SPA outlined above.

AND THE PLAINTIFF claims:

1. Damages for breach of contract;
2. An order of specific performance requiring the Defendant to produce the Monthly Statements;
3. Interest in accordance with section 34 of the Judicature Act (2021 Revision);
4. Costs; and
5. Such further and/or other relief as this Honourable Court deems appropriate.



CAMPBELLS LLP
Attorneys-at-Law for the Plaintiff

This **WRIT OF SUMMONS AND STATEMENT OF CLAIM** is filed by Campbells LLP, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: IJD/JFI/09961-42602).

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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

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

**Campbells
4th Floor, Willow House
Cricket Square
George Town
Grand Cayman KY1-9010
(Ref: IJD/JFI/09961-42602)**

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

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 "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 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.