



SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC OF 2025

E N:

DEREK IRVINE

PLAINTIFF

AND

LJM ENERGY LTD

DEFENDANT

PLAINT

TO:

LJM Energy Ltd
Luxury and EV Division
Attention: Lawrence "Larry"
McGean
45 Blue Lagoon Drive Unit A1
George Town, Grand Cayman
Cayman Islands

THIS PLAINT 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 21 day of *January* 2025.

See overleaf for particulars of Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times an individual who resides in the Cayman Islands with the address Ocean Club, 215, Spotts Beach Grand Cayman Cayman Islands.
2. The Defendant is a company organised and carrying on business pursuant to the laws of the Cayman Islands with registered office address at Silverside Management Ltd, 106 Goring Avenue, Citrus Grove, George Town, Grand Cayman, Cayman Islands.
3. Pursuant to the Purchase Agreement made between the Parties (the "Agreement") on 14 March 2023 for the purchase of a RICH 6 EV Truck (the "Vehicle"). The Plaintiff paid the Defendant a purchase price of CI\$46,000.00 and took possession of the Vehicle.
4. The Plaintiff is the first registered owner of the Vehicle and prior to the sale, the Vehicle was used by the Defendant as a demonstration vehicle.
5. The Terms of the Agreement between the parties included a limited "Bumper to Bumper" warranty over the Vehicle for 3 years and 36,000 miles.
6. After taking possession of the Vehicle, the Plaintiff detected and reported several defects with the Vehicle to the Defendant.
7. The defects included worn leather seats covers for the front seats of the Vehicle, a buzzing noise that was noticeable when the Vehicle was being charged and a knocking sound emanating from the Vehicles transmission.

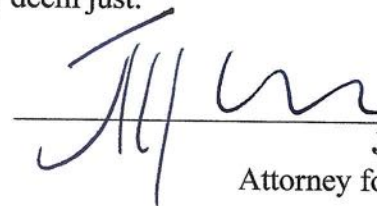
The defects so far are as follows:

- a) Worn seat covers in front and back
- b) Buzzing noise when charger collected
- c) Transmission knock

- d) Leaking refrigerant.
 - e) Missing 2nd Key Fob as promised by Defendant
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8. The Vehicle was returned to the Defendant in February of 2024 for the purpose of repairing the defects, and it remained in the Defendants possession for 1 week.
 9. The Defendant has sent numerous messages to the Plaintiff concerning the defects including a message sent on 10 September 2024, indicating that the issues will be resolved.
 10. The Plaintiff was advised in February 2024 when the Vehicle was in the Defendants possession that the various parts required to address the defects had been ordered, however no evidence to confirm this claim has been provided to the Plaintiff and the Plaintiff is of the belief that he was deceived by the Defendant.
 11. The Plaintiff instructed his attorney to write to the Defendant to demand that all defects are remedied, which was done on 15 October 2024. On 23rd October 2024, the Defendant responded to counsel to say that he would be ordering all warranty parts. The Plaintiff has not yet heard from the Defendant.
 12. The defects remain unresolved by the Defendant.
 13. On 15 October 2024, Council for the Plaintiff wrote to the Defendant demanding that the Plaintiff i) inform the Defendant of the plan, including the timescale, to resolve the outstanding defects and ii) to provide documentary proof that the require parts have been ordered. To date, the Plaintiff has not received a response to this demand.

AND THE PLAINTIFF claims:

- a) That this Honourable Court orders the Defendant to complete the necessary repairs to the Vehicle without further delay.
- b) Alternatively, payment to the Plaintiff of an amount to be assessed (the “Principal Sum”), being the estimated costs to resolve the Defects.
- c) Pre and post judgment interest on the Principal Sum from 14 March 2023 at the contractual rate of 8% per annum.
- d) Costs; and
- e) Such further and other relief as this Court may deem just.



John Meghoo
Attorney for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the costs to repair the Vehicle are to be assessed. The amount of the filing fees to commence the proceeding is CI\$25.00. The fixed costs if applicable upon entry of Judgement are CI\$150 pursuant to the Summary Court Rules 2004.

If, within the time for returning the acknowledgement of service, the Defendant pays the Plaintiff or its Attorney-at-Law the total amount claimed in principal, interest and the costs of issuing the Plaint, further proceedings will be stayed. The money must be paid to the Plaintiff or to its attorney-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 3 above;
2. The prescribed rate of interest is 8% per annum;
3. The date from which interest is payable is 14 March 2024;
4. The total interest claimed as at 01 January 2025 is to be assessed.
5. The amount of interest accruing and due each day is to be assessed.

This PLAINT was filed by John Meghoo, Attorney-at-Law for the Plaintiff whose address for service is 23 Seafarers Way, George Town, Grand Cayman, Cayman Islands

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ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address:-

2. State whether the Defendant intends to contest the action.

Yes No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the plaint is acknowledged accordingly.

Dated this day of January 2025

Defendant's Signature

See overleaf

PARTICULARS OF DEFENCE

[Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed]

1.

Defendant's Signature

REMINDER – This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgement may be entered against you.