



COURT OF THE CAYMAN ISLANDS

CAUSE NO:

PLAINTIFF

PLAINTIFF

(1) DEBORAH JANE ROBERTS

(2) TRAVERS THORP ALBERGA (A FIRM)

(3) LOUISE DESROSIER

(4) DEMI MCLEAN

(5) CAREY OLSEN CAYMAN LIMITED

(6) PETER SHERWOOD

(7) PETRI BASSON

(8) LIZE BASSON

DEFENDANTS

WRIT OF SUMMONS

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 495GT, 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 21st day of August 2025

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.

INDORSEMENT OF CLAIM

INTRODUCTORY NOTE FOR THE COURT

Nature of Proceedings

This action concerns unlawful means conspiracy involving eight Defendants spanning October 2020 to present, arising from family proceedings under Schedule 1 of the Children Act 2024 Revision. The claim seeks damages comprising compensatory damages including damages for loss of opportunity), aggravated damages, and exemplary damages.

Parties

The First Defendant is an individual party to the underlying family proceedings. The Second Defendant is Travers Thorp Alberga, a local law firm, with the Third and Fourth Defendants being individual practitioners in that firm. The Fifth Defendant is Carey Olsen, an international law firm, with the Sixth Defendant being an individual practitioner. The Seventh and Eighth Defendants are commercial parties who entered into an Option and Licence Agreement with the Plaintiff on 9 August 2024.

Core Allegations

Five distinct conspiracies are alleged:

- i. Contingency fee arrangements without court disclosure (October 2020-April 2021;
- ii. Evasion of Private Funding of Legal Services Act 2020 requirements spanning three years;
- iii. Contractual interference with the August 2024 Option and Licence Agreement;
- iv. False evidence targeting liberty rights (September 2024; and
- v. Maintenance of unlawful proceedings despite judicial criticism.

Critical Factual Context

The Third Conspiracy centres on interference with contractual rights that remained valid and subsisting from 9 August until 6 September 2024. The Defendants coordinated on 28-29 August 2024 to prevent performance while the contract remained enforceable, with no termination attempted until after securing a freezing order. The freezing order and the application for a passport and ancillary orders aimed at restricting the Plaintiff's liberty and freedom of movement, were all acts in furtherance of the conspiracy between the Defendants; in respect of which, the Defendants coordinated between 28th August 2024 and the second quarter of 2025.

Professional Misconduct as facts in furtherance of the Conspiracies

The claim includes professional misconduct by officers of court involving:

- i. Violations of the Code of Conduct for Cayman Islands Attorneys, including Rules 1.01, 6.06, 7.03 and 8.01; as well as breaches of the IBA Guide incorporated therein
- ii. Additionally, key professional misconduct allegations include:
- iii.
 - a. Vitiating of consent rendering the Defendants authority to act void *ab initio*;
 - b. Deployment of Court Orders as instruments of coercion;
 - c. Contempt of Court through the uttering of a worthless undertaking in damages.
- iv. Creation of contingency fee arrangements without required court permission;
- v. Cross-firm coordination for commercial rather than professional objectives.
- vi. In the premises, both law firms and the named individual attorneys stepped outside their normal attorney role by using legal expertise to facilitate systematic deception of the court about jurisdiction, standing, and the true nature of proceedings.
- vii. Key professional misconduct allegations resulted in the vitiating of consent rendering the Second, Third, Fourth, Fifth and Sixth Defendants' authority to act as attorneys for the First, Seventh and Eighth Defendants *void ab initio*, deployment of court orders as instruments of coercion, and contempt of court through the uttering of a worthless undertaking in damages.

Quantum

- i. ***Compensatory Damages*** arising from the Defendants unlawful interference with a contract and dam; loss of opportunity damages; and, associated costs plus interest.
- ii. The claim for substantial ***Aggravated Damages*** addresses deliberate interference by the Defendants with the Plaintiff's rights of freedom of movement (via the the filing of an

application for a Passport Order seeking to restrict the Plaintiff's freedom of movement and, egregious professional misconduct acts in furtherance of the conspiracies.

- iii. The Plaintiff seeks an award of **Exemplary Damages** by way of deterrent relief for criminal conduct and professional violations by officers of court in children's proceedings.

PARTIES

1. The Plaintiff resides at 69 Hinds Way, George Town Grand Cayman, Cayman Islands.
2. The First Defendant, Deborah Jane Roberts, is an individual residing at 31 Garden Retreat who has been a party to family proceedings in *Cause No. FAM 102 of 2012*.
3. The Second Defendant, Travers Thorp Alberga ("TTA"), is a law firm based in the Cayman Islands, with offices at Harbour Place, 103 South Church Street, Grand Cayman, KY1-1106 and practicing before this Honorable Court. At all material times Michael Alberga was the Second Defendants Managing Partner; and at all material times, Shaun McCann was the Head of the Second Defendant's Family Team.
4. The Third Defendant, Louise Desrosiers, is a legal practitioner practicing before this Honorable Court and, at all material times, was a senior attorney employed by TTA.
5. The Fourth Defendant, Demi McLean, is a legal practitioner employed by or associated with TTA practicing before this Honorable Court.
6. The Fifth Defendant, Carey Olsen, is law firm practicing before this Honorable Court with its local office situated at Willow House, Cricket Square, Grand Cayman, Cayman Islands. At all material times, Sam Dawson was the Managing Partner of the Fifth Defendant.
7. The Sixth Defendant, Peter Sherwood, is a legal practitioner practicing before this Honourable Court and is partner or, alternatively senior attorney employed by Carey Olsen.
8. The Seventh Defendant, Petri Basson, is an individual, employed in the financial service industry, whose last known address is 16 Hidden Garden, Fairbanks Road, George Town, Grand Cayman, Cayman Islands.

9. The Eighth Defendant, Lize Basson, is an individual, employed in the financial service industry, whose last known address is 16 Hidden Garden, Fairbanks Road, George Town, Grand Cayman, Cayman Islands.

BACKGROUND FACTS

Family Proceedings and Property Context

10. In 2012, private Family Proceedings were commenced in *Cause No. FAM 102 of 2012* between the First Defendant and the Plaintiff pursuant to what is now *Schedule 1 of the Children Act 2024 Revision*.
11. The Plaintiff owns property at 69 Hinds Way, Grand Cayman ("the Property") with an estimated value of CI\$1.2 million.
12. In October 2022, the First Defendant, with the assistance of the Second Defendant, obtained a charging order against the Property, which became central to the unlawful means conspiracies described herein.

Unlawful Means Conspiracy Legal Framework

13. The Plaintiff avers the following with respect to the requisite ingredients for establishing the tort of unlawful means conspiracy namely:
- i. A combination between Defendants;
 - ii. Concerted action which is unlawful;
 - iii. An intention to injure the Plaintiff; and,
 - iv. Resulting damage to the Plaintiff.
14. The Plaintiff further avers that knowledge by the Defendants' that their conduct was unlawful is not required, it being sufficient that Defendants knew the facts that rendered their conduct unlawful.
15. The Plaintiff further avers that the Defendants are precluded from avoiding conspiracy liability by claiming they did not know their conduct was unlawful, acted in good faith, relied on professional advice, or faced uncertainty about legal requirements.

FIRST UNLAWFUL MEANS CONSPIRACY: CHAMPERTY AND MAINTENANCE EVASION (OCTOBER 2020 - APRIL 2021)

Combination and Agreement

16. On or about 1 October 2020, the First, Second, Defendants combined and agreed to enter a contingency fee arrangement in children's proceedings without court disclosure. The combination involved coordination to:

- i. Provide legal representation contingent upon litigation success;
- ii. Defer all legal fees with recovery dependent solely on success against the Plaintiff;
- iii. Conceal the commercial nature of the arrangement from the Court;
- iv. Present the contingency arrangement as ordinary legal representation.

Factual Knowledge of Defendants

17. The Defendants had factual knowledge including that:

- i. They were entering contingency fee arrangements in children's proceedings;
- ii. Payment of legal fees was being made contingent upon litigation outcome;
- iii. The First Defendant had no personal liability for legal costs in event of failure;
- iv. The arrangement enabled litigation that could not otherwise be afforded;
- v. They were concealing the true nature of the arrangement from the Court.
- vi. At all events, the Defendants knew that the deferred fee agreement was in fact and in law, a prohibited contingency fee.

18. The Plaintiff avers that the First to Fourth Defendants' knowledge that such conduct constituted the Common Law offences of champerty and maintenance as previously averred, is not required for conspiracy liability.

Unlawful Concerted Action

19. The Defendants implemented their conspiracy through concerted action including:

- i. 12 October 2020: TTA filed Notice of Acting without disclosing the funding arrangement;
- ii. 25 October 2020: TTA filed Notice of Intention continuing the concealment;
- iii. October 2020-April 2021: Provision of legal services under prohibited arrangements;
- iv. Continuing concealment: Ongoing misrepresentations about the nature of the representation.

20. The concerted action constituted unlawful means including:

- i. Common Law violations: Champerty and maintenance prohibited under Cayman Islands law;
- ii. Criminal conspiracy: Violations of Section 322¹ of the Penal Code 2024 Revision;
- iii. Professional misconduct: Breach of professional conduct standards by officers of court;
- iv. Court deception: Material non-disclosure to family court in children's proceedings.
- v. Intention to Injure and Commercial Objectives

21. The Defendants intended to advance their commercial interests at the Plaintiff's expense by:

- i. Enabling litigation against the Plaintiff that could not otherwise be afforded;
- ii. Creating commercial interest in maximizing recovery from the Plaintiff;

¹

"Other conspiracies

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A person who conspires with another or others to — (a) prevent or defeat the execution or enforcement of any law or regulation; (b) cause any injury to the person or reputation of any person or to depreciate the value of any property of any person; (c) prevent or obstruct the free and lawful disposition of any property by the owner thereof for its fair value; (d) injure any person in that person's trade or profession; (e) prevent or obstruct, by means of any act or acts which if done by any individual person would constitute an offence on that person's part, the free and lawful exercise by any person of that person's trade, profession or occupation; (f) effect any unlawful purpose; or (g) effect any lawful purpose by any unlawful means, commits an offence."

- iii. Achieving financial objectives through evasion of legal prohibitions.

Damage from First Conspiracy

22. The first conspiracy caused damage including:

- i. Legal costs: Substantial costs attributable to defending the initial phase of the First Plaintiff's enforcement summons in the unlawfully and or alternatively, the illegally funded family proceedings;
- ii. Damage from abuse by officers of court;
- iii. Enabling a platform for escalating unlawful conduct.

23. The Plaintiff avers that the causal link between the conspiracy and damage is established through the First Defendant's inability to pursue litigation without the unlawful contingency arrangement, thereby causing the Plaintiff to incur defence costs that would not otherwise have been incurred.

24. The Plaintiff will at trial refer to the First Defendant's assertions in Affidavit evidence about her impecuniosity, her admission that she entered into a "deferred fee agreement" with the Second Defendant.

25. Further the Plaintiff will at trial rely on diverse submissions made by the Second Defendant, through the Third Defendant about confirming the existence of a deferred fee agreement between the the First Defendant and the Second Defendant.

SECOND UNLAWFUL MEANS CONSPIRACY: PFLSA EVASION (MAY 2021 - PRESENT)

Statutory Framework and Combination

26. The Private Funding of Legal Services Act 2020 ("PFLSA") came into effect on 1 May 2021.

27. Section 3(3) of the PFLSA² prohibits contingency fee agreements in children's proceedings except with court permission.

2

"(1) Subject to subsections (2) and (3), an attorney-at-law may enter into a contingency fee agreement with a client in which it is agreed that the remuneration paid to the attorney-at-law for the legal services provided to or on behalf of the client is contingent, in whole or in part, on the successful disposition or completion of the matter in respect of which the legal services are provided.

(3) An attorney-at-law shall not enter into a contingency fee agreement under which the attorney-at-law is retained in respect of services relating to the care of a child or any order under the Children Act (2012 Revision) but may, with the approval of the

28. From 1 May 2021 until the date of issue of this Writ, the First, Second, Third, and Fourth Defendants combined and agreed to evade PFLSA requirements by continuing their arrangement without seeking required court permission.

Factual Knowledge

29. The Defendants had factual knowledge including that:

- i. The PFLSA had come into effect requiring court permission for contingency arrangements in children's proceedings;
- ii. Their existing contingency arrangement was continuing without court application;
- iii. The family proceedings constituted children's proceedings within PFLSA scope;
- iv. They were concealing the arrangement from the Court for over three (3) years;
- v. Legal costs had accumulated to approximately US\$229,000 by September 2023.

30. The Plaintiff reiterates his previous averments, namely, that the Defendants' knowledge that continuing the proceedings without court permission was contrary to PFLSA is irrelevant to conspiracy liability.

Concerted Action

31. The Defendants implemented concerted action including:

- i. Continuing representation: Three (3) years of legal services under prohibited arrangement;
- ii. Deliberate and or reckless disregard with respect to the statutory requirement under the PFLSA to apply to the Court for the statutory permission non-application;
- iii. Cost accumulation: Legal costs demonstrating commercial benefit from the arrangement;

court, enter into a contingency fee agreement for the provision of legal services relating to a matrimonial financial dispute which does not involve the care of a child."

- iv. Misrepresentations: Continued concealment and impecuniosity claims.

32. The Defendants' concerted action constituted unlawful means including:

- i. Statutory violations: Breach of PFLSA over three (3) years;
- ii. Criminal conspiracy: Section 322(a) Penal Code violations preventing statutory enforcement;
- iii. Professional misconduct: Violations by officers of court in Childrens Act proceedings;
- iv. Abuse of process: Circumventing the statutory scheme of the the PFLSA and the Childrens Act by pursuing proceedings that were neither in the childrfens' interest nor for their welfare;

Commercial Objectives and Intention

33. The Defendants intended to achieve, oppressively, commercial objectives at the Plaintiff's expense and to his detriment including:

- i. Cost accumulation: Over US\$229,000 in unlawfully funded legal costs;
- ii. Evasion Providing unfair litigation advantage;
- iii. Commercial exploitation: Using children's proceedings for commercial rather than welfare objectives.

Damage

31. The second conspiracy caused damage including:

- i. Legal costs: US\$229,000 additional costs defending against the Defendants' unlawfully funded litigation that could to have proceeded with proper PFLSA compliance;
- ii. Property interference: Campaign targeting Property value and marketability;
- iii. Professional harm: Damage from the deliberate exploitation of children's proceedings;
- iv. Commercial harm: Interference with legitimate property transactions and opportunities caused by the illegally funded litigation.

THIRD UNLAWFUL MEANS CONSPIRACY: CONTRACTUAL INTERFERENCE WITH SUBSISTING RIGHTS (AUGUST 2024 - PRESENT)

Property Background and Timeline

34. On 9 August 2024, the Plaintiff executed an Option and Licence Agreement ("OLA") with the Seventh and Eighth Defendants creating contractual rights worth US\$1,05,000 over six (6) years.
35. At the time of OLA execution on 9 August 2024, the Seventh and Eighth Defendants were obligated to immediate performance of the obligations under the OLA to the value of US\$1,050,000 over six (6) years, with the agreement remaining valid and subsisting throughout the period of the Third Conspiracy.
36. From 9 August 2024 until 6 September 2024, a period of twenty-eight (28) days, the OLA remained in full force and effect, creating active and enforceable contractual obligations for all parties, with no purported termination attempted by any party during the conspiracy formation period.
37. The OLA was drafted by the Fifth Defendant, creating conflict when Carey Olsen subsequently coordinated, with the First to Fourth Defendants, to interfere with and undermine the Seventh and Eighth Defendants subsisting obligations under the OLA by unlawfully and in abuse of process, applying, *ex parte*, for a Freezing Injunction in Family Proceedings; in respect of which the Fifth to Eighth Defendants had no lawful standing and, in respect of which, the First Defendant unlawfully and in connivance with the Second to Fourth Defendants agreed to act as proxy.
38. At all material times all Defendants agreed the following:
 - i. The First Defendant had no lawful claim with respect to the Funds subject of the *ex parte* application for a Freezing Injunction;
 - ii. To the pursuit of the unlawful application, in the pending Family Proceedings which was deliberately targeted at enabling the Seventh and Eighth Defendants to prejudice the Plaintiff's subsisting rights to the Funds under the terms of OLA;
 - iii. In aiding the Fifth to Eighth Defendants, the First Defendant, unlawfully and abusively agreed to act as solely as their Proxy in pursuit of ii., above;

- iv. By agreeing to act as the Fifth to Eighth Defendants' Proxy, the First Defendant as a party in Family Proceedings under the Children Act, elected to prefer and pursue the private, commercial, and unlawful objectives of the Fifth to Eighth Defendants rather than, in breach of the paramountcy principle, giving primacy to the Children's interest;
- v. As will be subsequently pleaded, following on from iv., above, and vii., above, the First Defendant knew, at the time of agreeing to act as Proxy that she had no claim to the Funds, the subject matter of the application for the Freezing Injunction;
- vi. By reason of the matters aforesaid, with her Proxy status demonstrable of her ulterior motives, the First Defendant, together with the Second to Fourth Defendants, intended to unlawfully subvert the Family Proceedings and Family Divisions jurisdiction in aid of the unlawful objectives of the Fifth to Eighth Defendants;
- vii. The Second to Fourth Defendants, notwithstanding their status as officers of the Court, agreed unlawfully and abusively, to pursue the application for the Freezing Injunction knowingly or alternatively, being reckless to the fact that pursuing the application for the Freezing Injunction in the Family Proceedings was unlawful; and,
- viii. Pursuant to i., above, the Second to Fourth Defendants, although knowing that the First Defendant had no claim to or alternatively, disclaimed any rights to the Funds determined to prosecute the application for the Freezing Injunction.

Multi-Defendant Combination

- 39. From 28 August 2024, all eight (8) Defendants combined and agreed to prevent OLA completion through coordinated unlawful means while the OLA remained valid and subsisting, creating liability for interference with active contractual rights rather than mere commercial expectations.
- 40. The Defendants' combination was unlawful because it involved coordination to prevent performance of a valid, subsisting contract that remained in full force during the entire conspiracy formation period from 28-29 August 2024 and beyond.

41. The coordination between the Second to Sixth Defendants to tortiously interfere with the OLA using Family Proceedings as the unlawful means is evidenced by:

- i. Temporal Coordination: The Second to Fourth Defendants' letter of 28 August (morning) followed by the Fifth and Sixth Defendants' letter (afternoon), demonstrating real-time coordination;
- ii. Information Sharing: The Fifth and Sixth Defendants knew details only available from confidential family proceedings, proving that the the Second to Fourth Defendants, unlawfully, shared confidential information;
- iii. Agreed Strategy: The Common Interest Privilege Agreement (the "CIPA") between the Second to Fourth Defendants and the Fifth and Sixth Defendants facilitated these Defendants' agreement with respect to using the First Defendant as proxy to attack the OLA;
- iv. Division of Labour: The Second to Fourth Defendant handled family court applications while the Fifth and Sixth Defendants managed commercial aspects – a classic conspiracy division of roles;
- v. The '*No Dispute*' Coordination: Both firms acknowledging 'no dispute' while maintaining proceedings thereby proving coordinated deception."

42. Further or alternatively, the combination involved coordination including:

- i. Cross-firm cooperation: TTA and Carey Olsen coordination evidenced by 29 August 2024 3:15 PM emails;
- ii. Commercial party involvement: Seventh and Eighth Defendants coordinating with legal practitioners;
- iii. Shared objectives: All Defendants pursuing prevention of OLA performance for commercial benefit to the Plaintiff's detriment;
- iv. Coordinated planning: Coordinated timing and execution of interference.

Factual Knowledge of Subsisting Contract

39. All Defendants had factual knowledge including that:

- i. The OLA created contractual rights worth US\$1,050,500 which remained valid and subsisting;
- ii. They were coordinating to prevent performance of legitimate contractual obligations that were actively enforceable;
- iii. No termination had occurred: The OLA remained in full force and effect during their coordination activities;
- iv. They, concertedly and unlawfully agreed to utilise the subsisting Family Division / Children Act proceedings as the gateway by which their objectives, namely, undermining and interfering with the OLA for commercial rather than family objectives against subsisting contractual entitlements, would be achieved;
- v. They were concealing material facts from the Court including the subsisting nature of the contractual arrangement and escrow arrangements;
- vi. They were deliberately undermining contractual obligations that remained actively enforceable against their own clients.

Professional Misconduct and Concerted Action

43. The Defendants implemented concerted action involving officers of court and professional practitioners acting against their own clients' subsisting contractual obligations while those rights remained valid and enforceable.
44. The conduct constituted breach of fiduciary duties because Defendants were acting against subsisting contractual entitlements of their own clients, violating the Arnage Holdings single-minded loyalty requirement.
45. The Defendants, as step one of their unlawful conspiracy, on 28th August 2024, caused the Seventh and Eighth Defendants' local Bank to initiate a "tracer e-mail" to the the Plaintiff's attorney's Bank to immobilise Funds which the Seventh and Eighth Defendant, under the terms of the OLA, had authorised payment of, to the Plaintiff.
46. On 29th August 2024, at approximately 330 PM, the Second and Third Defendant, having accosted Williams J in the corridor (a subject on which he latterly made adverse comment)

appeared *ex parte* before the Family Division in the Family Proceedings and made the following fraudulent misrepresentations in furtherance of the conspiracy:

- i. In prosecuting the application, neither of the Defendants' disclosed that the application was being pursued on behalf of the Seventh and Eighth Defendants;
- ii. In prosecuting the application, neither the First to Third Defendants disclosed that the First Defendant's application for a freezing injunction in the Family Division proceedings was being pursued by the First, Second and Third Defendants (and latterly the Fourth Defendant at diverse hearings – in September and October 2024 - to discharge the freezing injunction) purely on the basis of the First Defendant acting as a proxy for the Fifth to Eighth Defendants;
- iii. In prosecuting the application, the First to Third Defendants (and latterly the Fourth Defendant at diverse hearings – in September and October 2024 - to discharge the freezing injunction) deliberately misrepresented the terms of the OLA, by asserting that the OLA was in fact an executed sale of the Property as distinct from a derivative acquisition by the Seventh to Eighth Defendants of an option, exercisable in due course, to buy the Property;
- iv. In furtherance of iv. above, the First to Third Defendants (and latterly the Fourth Defendant at diverse hearings – in September and October 2024 - to discharge the freezing injunction) deliberately omitted to disclose and / or withheld and / or excised from disclosure the Sale Agreement effective, at the Seventh to Eighth Defendants option, five (5) years after the execution of the OLA;
- v. In respect of iv. above, the First to Third Defendants (and latterly the Fourth Defendant at diverse hearings – in September and October 2024 - to discharge the freezing injunction) deliberately withheld this information so as to mislead the Court into concluding that a "sale" of the Property had been entered into and / or executed between the Plaintiff and the Seventh and Eighth Defendants;

- vi. In respect of v. above, the Plaintiff avers that the First to Third Defendants' (and latterly the Fourth Defendant at diverse hearings – in September and October 2024 - to discharge the freezing injunction) conduct was deliberate, false and misleading intending to and / or recklessly designed to provide the impression to a sitting Judge of the Family Division in the family proceedings the impression of "urgency" of the application for the need for the order freezing the Plaintiff and / or related third-party bank accounts;
- vii. In pursuing the application and notwithstanding the fact that the First Defendant was acting as Proxy for the Fifth to Eighth Defendants, the First to Third Defendants (and latterly the Fourth Defendant at diverse hearings – in September and October 2024 - to discharge the freezing injunction) falsely alleged that there was a risk of dissipation funds paid in escrow by the Seventh and Eighth Defendants in performance of their Obligations under the OLA;
- viii. In pursuing the application, the First to Third Defendants (and latterly the Fourth Defendant at diverse hearings – in September and October 2024 - to discharge the freezing injunction) fraudulently, knowingly and in contempt proffered an undertaking in damages as a condition of the grant of the freezing injunction when, regardless of the First Defendant's proxy status, the First Defendant had neither the means nor capacity to provide such an undertaking to the Court;
- ix. The Plaintiff will rely at trial on the First to Fourth Defendant's failure, at all stages, to provide security for this undertaking in damages as required by law;
- x. The Plaintiff will further rely on the fact of the First Defendant's asserted claims of impecuniosity and the Second to Fourth Defendants' assertion, within the Family Division proceedings to the same effect, necessitating the deferred / contingency fee agreement entered into between the First to Fourth Defendants.

Evidence of Fraud from the Defendants' Correspondence

47. The Plaintiff avers that the fraudulent nature of the *ex parte* application is conclusively demonstrated by the Defendants' correspondence:

- i. 28 August 2024, morning: TTA wrote to Brady stating they were "contacted today by Mr. Basson" and that "himself (*sic.*) and his wife have paid \$250,000 to your law firm to be held in your firm's escrow account in respect of a purported agreement to purchase this property."
- ii. 28 August 2024, afternoon: Carey Olsen wrote to Brady confirming "On 23 August 2024, the Purchasers entered into an Option Agreement with Mr Anthony Akiwumi"³ and enclosed a copy of the Option Agreement.
- iii. 29 August 2024, 10:30 AM: Despite knowing the Option Agreement existed and remained valid, TTA and the First Defendant appeared *ex parte* before the Family Division and obtained a freezing order by misrepresenting the transaction as a completed sale requiring urgent intervention.
- iv. 6 September 2024: Carey Olsen purported to "rescind" the Option Agreement, thereby acknowledging, by necessary implication, that it remained valid and subsisting when the freezing order was obtained seven (7) days earlier.
- v. The Plaintiff avers that the Defendants obtained the freezing order BEFORE attempting any termination or rescission;
- vi. The Plaintiff avers that the Defendants' knowledge, intention and action was designed, deliberately, to interfere with subsisting contractual rights by abusively manipulating the Family Proceedings and deceiving the Court.

The Constructive Trust Admission Proving Fraud

48. Carey Olsen's 6 September 2024 letter fatally undermines the entire basis of the freezing order application by asserting:

³ This assertion was materially false; the OLA was executed by the Plaintiff and the Seventh and Eighth Defendants on 9th August 2024.

"the consequences of the misrepresentations mean that your client received the Funds subject to a constructive trust. On either basis, our clients are beneficially entitled to the Funds. ... In addition, ... your client received the Funds subject to a constructive trust. On either basis our clients are beneficially entitled to the Funds ... (b) Alternatively, to avoid any suggestion that there are competing claims to the Funds, our clients consent to the Funds being transferred to TTA in connection with their request."

49. The Plaintiff avers that this assertion by the Fifth and Sixth Defendants confirms:

- i. The Seventh and Eighth Defendants were asserting that they remained the beneficial owners of the funds when the freezing order was obtained;
- ii. The First to Fourth Defendants knew, at all material times, that averment i., was the position;
- iii. The Freezing Injunction application, prosecuted by the First to Fourth Defendants, was initiated, to aid, unlawfully, recovery by the Seventh and Eighth Defendants of the Funds;
- iv. Consequent on ii. above, the First Defendant had no legitimate claim whatsoever to these funds; and that the First to Fourth Defendants knew that to be the position as of the date of the application for the Freezing Injunction;
- v. In the premises, the First to Fourth Defendants were disabled from pursuing the application for the Freezing Injunction the manner and substance presented or at all;
- vi. The First to Fourth Defendants deliberately or alternatively, recklessly deceived the Family Court – Williams J - about the basis upon which the application for the Freezing Order was being prosecuted;
- vii. The Plaintiff avers, in the premises, that entire application was a fraudulent device to convert what was a commercial dispute between the Plaintiff and the Seventh and Eighth Defendants into false Family Proceedings.

Second to Fourth Defendants' Knowledge of the True Position

50. The Second to Fourth Defendants 28 August 2024 letter to Brady Attorneys demonstrates their complete knowledge of the true position:

- i. Existing Court Orders: The Second to Fourth Defendants stated:

"the Property is subject to Order(s) of the Grand Court allowing our client to recover possession of the Property and sell the Property by private treaty" and that "Travers Thorp Alberga were appointed as the attorney on record with conduct of the sale."

- ii. The Seventh and Eighth Defendants' Prior Knowledge: The Second to Fourth Defendants specifically noted that:

"Mr. Basson also appears to be aware that there were family proceedings ongoing in respect of the Property as he states the same in an email to us dated today and he specifically states that he was aware '...that the property was assigned to TTA by the family court...'"

- iii. Previous Failed Transaction: The Second to Fourth Defendants revealed:

"Our understanding is Mr. Basson and his wife were given time to fulfill the terms of the contract but were unable to do so. The contract then expired."

- iv. Despite this knowledge, the Second to Fourth Defendants, coordinated with the Fifth and Sixth Defendants to use the First Defendant as a Proxy to attack the very transaction they knew the Bassons had entered into with full knowledge of the Family Proceedings;
- v. All the Defendants knew, that without the participation of the First Defendant, they were disabled from pursuing an application for the Freezing Order in the Family Proceedings;
- vi. Notwithstanding v. above, all the Defendants knew, as of the date of the application for a Freezing Injunction, that a pre-requisite for the grant of their application was the existence of a "cause of action"; in respect of which, as of the time of the application for the Freezing Injunction, there was not; and,

- vii. If, pursuant to vi., above, there was a cause of action arising from the OLA, such right would have accrued to the Seventh and Eighth Defendants without the Defendants deploying the fraudulent and abusive device of utilising the Family Proceedings as a gateway to obtain the Freezing Injunction.

51. The Plaintiff avers that the *ex parte* application violated Rule 7.03 Commentary (2) as well as local procedure and applicable law of the Family Division, by reason of the fact that the Defendants failed to satisfy themselves and the Court that notice to the Plaintiff (*even via telephone call*) was impractical, particularly given the Plaintiff's direct interest in the outcome of the application.

Court Process Abuse (29 August 2024):

52. The Plaintiff repeats sub-paragraphs 46 (i) to (x) herein and avers that the Defendants' conduct was a gross abuse of process.

53. By reason of the matters aforesaid, the Second to Fourth Defendants had no lawful authority to act on the First, Fifth to Eighth Defendants' behalf on the premise that any authority claimed was vitiated by the facts and acts in furtherance of the conspiracy; namely:

- i. Concealment of subsisting contract: Concealment from Court that the OLA remained valid and subsisting at the time of *ex parte* application;
- ii. Material non-disclosure: Concealing that Freezing Order would prevent performance by the Seventh and Eighth Defendants of their existing contractual obligations under the OLA;
- iii. Concealing from the Court that the Second and Third Defendants, in furtherance of the conspiracy, were seeking draconian asset freezing orders on behalf of the Seventh and Eighth Defendants who were not neither parties nor participants in the Family Proceedings;
- iv. The Second and Third Defendant failed to disclose that they were, in the application, acting on behalf of the Fifth to Eighth Defendants with the objective of inhibiting the the Seventh and Eighth Defendants' obligations under the OLA;

- v. The Second and Third Defendants failed to disclose that together with the First, Fifth to Eighth Defendants, there was consensus on the fact that the First Defendant had no claim to the Funds; and / or, that there was agreement that the Funds 'belonged' to the Seventh and Eighth Defendants;
- vi. By reason of the matters aforesaid, the Second and Third Defendants actively counseled and procured the agreement of the First Defendant to willingly participate, as a proxy, in the application for the asset Freezing Injunction in their concerted objective to lend legitimacy and / or conceal from the Court the true purpose of the application.

Commercial Intention with Timeline Evidence

54. The Defendants intended to achieve commercial objectives to Plaintiff's detriment, with their commercial intention evidenced by the timing of their coordination:

- i. 9 August 2024: OLA executed creating enforceable contractual rights;
- ii. 28-29 August 2024: Defendants coordinated to prevent performance while contract remained valid;
- iii. 29 August 2024: *ex parte* freezing order obtained against subsisting contractual rights;
- iv. 6 September 2024: First purported termination of the OLA initiated only after securing freezing order;
- v. On 5th September 2024, the Seventh and Eighth Defendants admitted, in a call with the Plaintiff, their failure to conduct proper due diligence, contradicting subsequent false evidence; and,
- vi. The Defendants presentation and procurement of the Freezing Injunction was strategically sequenced; i.e., it required their unlawful agreement coordinate to prevent performance of the OLA first then, claim termination thereof, twenty-eight 28 days after the OLA was executed;

Causation

55. The conspiracy directly caused the Plaintiff losses in the following way:

- i. The Plaintiff avers that but for the fraudulent Freezing Order, the OLA would have been performed;
- ii. The Plaintiff avers that the Freezing Injunction was intended to be the direct mechanism preventing performance;
- iii. The Plaintiff avers that the Defendants knew or alternatively were reckless to the fact that the freezing Order would prevent contractual performance;
- iv. The Plaintiff avers that the Seventh and Eighth Defendants in furtherance of the conspiracy, deliberately deployed their tactic to terminate the OLA only after their application for the freezing Order had succeeded;
- v. The Plaintiff avers that the Fifth to Eighth Defendants, utilised their letter of 6th September 2024 as an act in furtherance of their objective which, by classification, was in of itself, an unlawful statement in furtherance of the conspiracy.

56. The Plaintiff hereby repeats paragraph 48 hereinbefore pleaded; and further avers that the First to Fourth Defendants' refusal to accept several undertakings with respect to preserving the funds held in an escrow account was a deliberate tactic deployed by the Defendants in furtherance of the conspiracy.

57. The Plaintiff further avers that the First to Fourth Defendants' insistence that the funds held in the escrow account be transferred to the Court, initially in Cause No. *FAM 102 of 2012 (in respect of which, there was never any basis)* and subsequently in *Cause 249 of 2024* was an act in furtherance of the conspiracy.

Contractual Interference Damage

58. The Third Conspiracy caused damage including:

- i. The termination of the OLA caused by the Defendants acts, as hereinbefore particularised, the objective of which was to unlawfully undermine the performance of the OLA;
- ii. Harm to business relationships and professional reputation from interference with subsisting contractual obligations.

Specific Statutory and Regulatory Breaches

59. The Plaintiff avers that the conspiracy involved violations of:

- i. The Code of Conduct for Cayman Islands Attorneys, previously particularised;
- ii. Grand Court Rules Order 29 rule 1 with respect to disclosure obligations;
- iii. Section 1 of the Children Act 2024 in the context of the paramountcy principle;
- iv. Section 3 (3) of the PFLSA as aforesaid;
- v. Section 322 of the Penal Code (2024 Revision) as aforesaid; namely, sub-sections:

*"(b) cause any injury to the person or reputation of any person or to depreciate the value of any property of any person; **AND***

(c) prevent or obstruct the free and lawful disposition of any property by the owner thereof for its fair value"

60. By reason of the matters aforesaid, the Second to Fourth Defendants had no authority to act on behalf of any party as their authority was vitiated by:

- i. Their breach of fiduciary duty to the Court;
- ii. Their participation in fraud upon the Court;
- iii. Violation of Professional Conduct Rules.

FOURTH UNLAWFUL MEANS CONSPIRACY: FALSE EVIDENCE AND LIBERTY TARGETING (SEPTEMBER 2024 - PRESENT)

Escalation to Liberty Targeting

61. Following the commercial interference with subsisting contractual rights, Defendants escalated to targeting the Plaintiff's fundamental freedom of movement and liberty rights through a false evidence conspiracy.

False Evidence Combination

62. From 6 September 2024, the First, Second, Third, and Fourth Defendants combined to present false evidence including passport surrender applications targeting fundamental liberty rights.

63. The combination involved coordination to:

- i. Create false flight risk allegations despite contrary evidence;
- ii. Manufacture evidence of departure plans and vehicle sales;
- iii. Deliberately and / or alternatively, mischaracterise normal family activities as evidence of flight;
- iv. Conceal and / or alternatively, fail to disclose the Seventh and Eighth Defendants' admissions of 5 September 2024 about their failure to have undertaken due diligence with respect to the OLA.

Factual Knowledge of False Evidence

64. The Defendants had factual knowledge including that:

- i. The Seventh and Eighth Defendants had admitted due diligence failures on 5 September 2024;
- ii. Claims about vehicle sales were false - no such sales had occurred;
- iii. Flight risk allegations were manufactured for commercial coercion purposes;
- iv. Normal family activities were being deliberately mischaracterised as evidence in support of unlawful, intimidatory and coercive acts in furtherance of a conspiracy;
- v. Applications targeted fundamental liberty rights for commercial rather than legitimate family objectives.

False Evidence Implementation

65. On 11 September 2024, Defendants implemented false evidence through:

- i. False affidavit containing manufactured allegations under oath;
- ii. Filing an application that sought passport surrender and travel restrictions;

- iii. Commercial coercion: Using threats to personal freedom to achieve commercial compliance; and,
- iv. Escalated intimidation: Progression from economic threats to personal liberty restrictions.

66. The false evidence constituted unlawful means including:

- i. Criminal perjury: Violations of sections 139 to 141 the Penal Code (2024 Revision);
- ii. Contempt of Court by the deliberate filing of false evidence intend to deceive the Court;
- iii. Violations of sections 322 (a) to (c) of the Penal Code as aforesaid;
- iv. Professional Misconduct by Officers of Court, namely the Fourth Defendant facilitating the First Defendant's perjury;
- v. Breach of Rule 8.01 of the Code of Conduct for Cayman Islands Attorneys;
- vi. Abuse of Process by the presentation of false evidence to restrict the Plaintiff's liberty / freedom of movement.
- vii. Commercial exploitation: Deploying, intentionally, an application that threatened the Plaintiffs liberty / freedom of movement as an act in furtherance of the Third Conspiracy.

Commercial Coercion Intention

67. Through the First Defendant as their proxy, the Defendants intended to achieve commercial compliance through liberty coercion including:

- i. Capitulation by the Plaintiff to commercial demands thereby compelling, by threats of "detention" his abandonment of his rights under the under the OLA;
- ii. OLA compliance: Achieve commercial arrangements for the benefit of the conspirators (The Third Conspiracy) through the invocation of fear and or other menacing means;

- iii. Commercial control: Establish dominance through intimidation;
- iv. Deterrent effect: Prevent future resistance to the Defendants conspiracy (The Third Conspiracy).

Intimidation Damage

68. The fourth conspiracy caused damage including:

- i. Causing anxiety distress and mental anguish;
- ii. Additional legal. Costs with respect to responding to the Defendants false statements;
- iii. Reputational damage: Harm from false allegations in children's proceedings;
- iv. Loss of opportunity with respect to business interests.

69. The Plaintiff will aver that he provided a sworn Affidavit to the Court refuting each of the First Defendant's allegations.

70. Further, after she had considered the Plaintiff's rebuttal evidence, the First Defendant initiated two (2) phone calls, using profane language, the object of which was to threaten the Plaintiff.

71. The Plaintiff will at trial rely on these calls as an act in furtherance of the Fourth Conspiracy.

FIFTH UNLAWFUL MEANS CONSPIRACY: UNLAWFUL MAINTENANCE (AUGUST 2024 - PRESENT)

Maintenance Combination

72. From 29 August 2024 to the present, all eight (8) Defendants have combined to maintain unlawful proceedings through concealment and continued false representations.

73. The combination involves ongoing coordination to:

- i. Maintain positions achieved through fraudulent ex parte applications;
- ii. Continue cross-firm coordination despite judicial criticism;
- iii. Conceal proxy nature of representation;
- iv. Maintain false narratives about proceedings purpose and commercial objectives.

Chronological Evidence of Systematic Coordination and Collusion

74. The Plaintiff avers that the following facts as evidence of systematic coordination and collusion between all Defendants in furtherance of the conspiracies between 28th August 2024 and 30th January 2025:

- i. 28-29 August 2024: Defendants coordinated to prevent OLA performance while the contract remained valid and subsisting, including tracer emails causing bank freezing and cross-firm coordination evidenced by emails at 3:15 PM on 29 August 2024;
- ii. 29 August 2024: Ex parte freezing order obtained through material non-disclosure concealing subsisting contractual rights and proxy applicant status, with coordinated timing preventing OLA performance before any termination was attempted;
- iii. 6 September 2024: First purported termination attempt by Seventh and Eighth Defendants only after securing freezing order, followed by escalation to false evidence targeting liberty rights;
- iv. 11 September 2024: False evidence implemented through criminal perjury in passport surrender applications, manufactured flight risk allegations, and deliberate mischaracterization of normal family activities;
- v. 24 October 2024: Williams J observed Defendants' conduct was "inappropriate," noted frozen amount would be sufficient for any legitimate Family Court claims, and recognised that "commercial participation" would be inappropriate, yet Defendants rejected this reasonable judicial solution; and,

did not disclose the fact that all the Defendants had agreed that the Seventh and Eighth Defendants, not the First Defendant were entitled to the Fund;

- vi. 21 November 2024: Court administrator notification sent exclusively to Fourth Defendant and Plaintiff regarding Walters J assignment as Judge to deal with the Plaintiff's pending discharge of the injunction and other matters in the "family" proceedings.
- vii. The Fifth and Sixth Defendants were, appropriately, not included in the email notification referenced at vi., above, yet subsequently, they were communicating with the Court as set out in viii., above. The inference, by necessary implication, is that the Second to Sixth Defendants were coordinating their strategies in pursuit of their unlawful conspiracies;
- viii. 27 November 2024: Carey Olsen coordinated filing of summary judgment applications in *Cause 0249 of 2024* while copying TTA "as a professional courtesy" and requesting specific judicial assignment, followed by TTA's immediate concurrence with detailed strategic justification for consolidation;
- ix. 10 December 2024: The Fifth Defendant initiated multiple telephone calls and correspondence with the Court Administration regarding coordinated judicial assignment strategy, with parties seeking unified instructions and strategic alignment through private communications outside formal court procedures;
- x. 11 December 2024: TTA's formal confirmation of "agreement" with Carey Olsen's coordination proposals, demonstrating sustained strategic alignment and cross-firm coordination despite judicial criticism;
- xi. Forum shopping, with respect to the Defendants coordinated attempts to have Walter J hear pending applications in the Family Proceedings concerning the discharge of the injunction and enforcing the First Defendant's undertaking in damages, on the one hand, the the Fifth to Eighth Defendants pending applications in cause 249 of 2024;
- xii. 27 January 2025: Freezing injunction finally discharged after five months of sustained unlawful maintenance, during which Defendants maintained coordination despite judicial recognition of inappropriateness and availability of proportionate solutions.

75. The Plaintiff avers that the Fifth Defendant's letter of 30th September 2024 is statement in furtherance of the conspiracy; and, proof of the conspiracies alleged including the unlawful Proxy agreement entered into by all the Defendants.

76. In the letter 30 September 2024, while maintaining the freezing order, the Fifth Defendant stated:

'As we made clear in our 6 September 2024 letter, there is no dispute between Travers Thorp Alberga, Carey Olsen and/or our respective client as our clients' entitlement to the money.'

77. The Plaintiff avers that the Fifth and Sixth Defendants' statement was in fact an admission, made by co-conspirators in furtherance of the conspiracy and:

- i. Is admissible against all the Defendants on the established basis that statements made by one co-conspirator, are admissible against all conspirators for the purpose of proving the conspiracy;
- ii. Proves the First Defendant had no claim to the funds, confirming her role as mere proxy for the Seventh and Eighth Defendants;
- iii. Establishes abuse of family proceedings as there was, admittedly, no family law dispute requiring court intervention;
- iv. Demonstrates ongoing conspiracy as this admission was made while maintaining the freezing order for another four months;
- v. Constitutes an act in furtherance of the conspiracy by coordinating positions between all Defendants while deceiving the court."

78. The Plaintiff will at trial rely on the the Fifth Defendant's 30th September 2024 for its full terms and effect.

79. The Plaintiff avers that the matters pleaded demonstrate systematic coordination spanning five (5) months, involving cross-firm collaboration, selective information control, unauthorised sharing of confidential proceedings information, coordinated strategic planning, private communications outside formal procedures, and sustained maintenance

of unlawful positions despite judicial criticism, constituting comprehensive proof of unlawful means conspiracy and professional misconduct by officers of court.

80. The Plaintiff will at trial rely on the matters pleaded at paragraph 74 -78, *inter alia*, as acts in furtherance of the Fourth and Fifth conspiracies hereinbefore particularised.

Factual Knowledge Including Timeline

81. All Defendants have factual knowledge including that:

- i. Their coordination began while the OLA remained valid and subsisting;
- ii. The freezing order was obtained in order to inhibit the Seventh and Eighth Defendants' performance of contractual obligations under the terms of the OLA;
- iii. No termination was attempted until after securing the freezing order;
- iv. Their coordination followed a deliberate sequence of preventing performance first, then claiming termination;
- v. Original *ex parte* application was obtained through material non-disclosure;
- vi. Williams J observed their conduct, namely, what he considered to be an attempt to utilise the Family Proceedings as a means by which the Seventh and Eighth Defendants' commercial interests could be protected / advanced, was "inappropriate" on 24 October 2024.

Continued Unlawful Concerted Action

82. Despite judicial criticism, Defendants continued, unabated their unlawful concerted action. The Plaintiff referees to paragraph 74 hereinbefore pleaded and avers, further, that letter is proof of the following:

- i. Complete Alignment: It confirms total coordination between all professional Defendants and their clients in furtherance of the conspiracies;
- ii. No Genuine Dispute: It acknowledges there was never any legitimate dispute requiring Court intervention;

- iii. Beneficial Entitlement: It admits the Seventh and Eighth Defendants to the First to Fourth Defendants knowledge were always entitled to the Funds;
- iv. Continued Abuse: Despite this admission, which the First to Fourth Defendants deliberately failed to disclose to the Court, the Defendants maintained the freezing order for another four (4) months;
- v. Commercial Objectives: It proves the Family Proceedings were being abused solely for the agreed commercial objectives of avoiding the OLA;
- vi. Professional Misconduct: Officers of the court admitted there was "no dispute" while maintaining court proceedings, constituting the clearest possible breach of Rules 7.03 and 8.01 of the Code of Conduct.

83. By a letter dated 3rd October 2024, Brady Attorneys, on the Plaintiff's behalf responded to the Fifth and Sixth Defendants' 30th September 2024 letter by directly asserting the following professional misconduct and / or unlawful acts by the Fifth to Sixth Defendants:

- i. Common Interest Privilege as Evidence of Conspiracy (Paragraph 8): Brady identified that TTA and Carey Olsen "have entered into a Common Interest Privilege Arrangement" and stated "*We fail to see how that arises given TTA's client's only lawful basis for obtaining the freezing injunction would have... been premised, only, on a claim to the Option Fee rather than, as it appears and is reasonably inferred from your CIPA, assisting your clients to recover the Option Fee.*"
- ii. Express Finding of Unlawful Collusion (Paragraph 10): Brady stated: "*there are reasonable grounds to conclude that there has been unlawful collusion between your firm, TTA, your clients and TTA's client to interfere tortiously with a contract.*"
- iii. Identification of Abuse of Process (Paragraph 11): Brady identified "*a clear and obvious abuse of process claim for damages*" arising from the "*no dispute*" admission.
- iv. Breach of Children Act Confidentiality (Paragraph 12): Brady noted "*your firm and TTA appear to be communicating on confidential matters presently*"

before the Family Division” constituting breach of statutory confidentiality requirements.

- v. Professional Impropriety (Paragraph 13): Brady characterized the Defendants’ conduct as *“inappropriate, likely unlawful and professionally improper.”*

The Fifth and Sixth Defendants’ Admission by Silence

84. Following Brady’s explicit allegations of unlawful collusion, abuse of process, and professional impropriety, Carey Olsen:

- i. Never responded to the allegations;
- ii. Never denied the unlawful collusion;
- iii. Never explained the “no dispute” admission;
- iv. Never justified the Common Interest Privilege Arrangement;
- v. Continued the conspiracy despite being put on notice.

85. The Plaintiff avers that the Fifth and Sixth Defendants complete silence in the face of such serious professional allegations constitutes admission of their truth, particularly given their professional duty to correct any misapprehension about their conduct. The Plaintiff makes the following additional averments:

- i. Brady Attorneys’ allegations of:
 - a. Unlawful collusion;
 - b. ‘Abuse of process; and,
 - c. ‘professional impropriety’

were so serious that innocent parties would inevitably respond;

- ii. At trial, the Plaintiff will invite the Court to draw adverse inferences against the Fifth and Sixth Defendants in the face of their eloquent silence as constitutive of admissions to the truth of the allegations;
- iii. There is no innocent explanation for failing to deny allegations of unlawful conduct made by fellow legal practitioners."

88. The Seventh and Eighth Defendants' procedural steps constitute further acts in furtherance of the conspiracy in respect of which, the Plaintiff avers the following:

- i. Filing a Defence and Counterclaim: Maintaining the fiction of legitimate commercial dispute while knowing family proceedings were being abused as their Proxy;
- ii. Summary Judgment Application: Seeking to crystallise the benefit obtained through conspiracy before trial could expose the abuse;
- iii. Timing Significance: These steps taken after the 'no dispute' admission demonstrates continuation of conspiracy despite exposure;
- iv. Maintaining wrongfully obtained advantage through litigation constitutes continuing conspiracy';
- v. Utilising court procedures to maintain advantage obtained by abuse is itself abuse of process.

The Defendants' Consciousness of Guilt - Document Preservation

86. The Defendants' response to preservation obligations demonstrates consciousness of guilt:

- i. Brady's Preservation Notice: On 3 October 2024, Brady expressly required all Defendants to "*preserve all correspondence (to include inter alia, emails, WhatsApp Telegram, SMS texts) between your firm and TTA; your firm and your clients; and, your clients and TTA's client.*"

- ii. Fifth Defendant's Telling Silence: Despite the serious nature of the preservation notice and allegations, Fifth Defendant has never acknowledged the preservation obligation or confirmed compliance;
- iii. Inference from Silence: The Court should draw adverse inferences from Fifth Defendant's failure to respond to the preservation notice;
- iv. Spoliation Consequences: Any gaps in the Defendants' subsequent disclosure of inter-party communications should be construed as deliberate spoliation of evidence;
- v. The Hidden Communications: The preservation notice specifically identified WhatsApp, Telegram and SMS texts, suggesting Brady had reason to believe the conspiracy was coordinated through informal channels.

87. Further and in the alternative, the Plaintiff will at trial rely on the Second and Fourth Defendants' letter to the Court dated 11th December 2024 for its full meaning term and effect; not the least of which being demonstrative of the concerted abuse by the First to Fourth Defendants to knowingly and willingly utilise the Family Court proceedings as a gateway for the unlawful proxy relationship, as previously pleaded between the Defendants with the singular aim of enabling the Seventh and Eighth Defendants to extricate themselves from their obligations under the OLA.

Maintenance Objectives and Commercial Benefits

88. The Defendants intended to maintain commercial advantages achieved through unlawful means including:

- i. Continued control over Property proceeds and commercial arrangements;
- ii. Continued abuse by officers of court for commercial objectives;
- iii. Intimidation maintenance by preserving coercive effect of false liberty restriction threats;
- iv. Preventing the Plaintiff from mitigating his losses.

Continuing Damage from Maintenance

89. The Fifth Conspiracy causes continuing damage including:

- i. Monthly losses: Damages for unlawful, tortious interference with the OLA causing loss, to be assessed;
- ii. Loss of opportunity damages, to be assessed;
- iii. Continuing costs addressing ongoing unlawful maintenance;
- iv. Continuing damage from abuse by officers of court.

PROFESSIONAL MISCONDUCT AS UNLAWFUL MEANS

Professional Violations by Subsisting Rights

90. The unlawful means employed throughout all conspiracies include professional misconduct by the Second, Third, Fourth, Fifth, and Sixth Defendants as officers of court.

91. The professional misconduct by the Second, Third, Fourth, Fifth, and Sixth Defendants as officers of court constitute unlawful means through:

- i. Engaging in unauthorised practice since October 2020;
- ii. The systematic facilitation of jurisdictional fraud;
- iii. abuse of process;
- iv. unauthorised sharing of confidential family proceedings information;
- v. comprehensive documented cross-proceedings coordination;
- vi. Material non-disclosure and / or false evidence and or selective information control; and,

- vii. violation of duties to judicial system integrity that exceed individual client service.

Additional Violations Evidenced by the Correspondence

- viii. Breach of Children Act Confidentiality: Unlawfully sharing confidential family proceedings information between firms, explicitly identified by Brady (3 October 2024, paragraph 12);
- ix. Abuse of Common Interest Privilege: Creating a Common Interest Privilege Arrangement to facilitate conspiracy rather than legitimate legal objectives (Brady letter, paragraph 8);
- x. Maintaining Proceedings Despite "No Dispute": Continuing family proceedings after admitting "there is no dispute" about entitlement (Carey Olsen, 30 September 2024);
- xi. Threatening Innocent Third Parties: Carey Olsen's improper threat to personally sue Brady for holding funds subject to a court order, attempting to coerce him into breaching his duties as escrow agent;
- xii. Silent Acquiescence to Serious Allegations: Failing to respond to explicit allegations of unlawful collusion and abuse of process, constituting admission by silence of professional misconduct.

92. The Plaintiff avers that the Defendants' professional misconduct constitutes unlawful means regardless of Defendants' knowledge of unlawfulness, including:

- i. With respect to the Second to Fourth Defendants, by reason of Conspiracies 1 and 2 hereinbefore before pleaded, engaging in unauthorised and / or prohibited practice, since October 2020 and continuing;
- ii. Tortious Abuse of Court process including utilising Family Proceedings in aid of commercial objectives, as hereinbefore pleaded; material non-disclosure and false evidence in the Family Proceedings;
- iii. Material non-disclosure and the filing of false evidence;

- iv. Violations of Rules 1.01, 6.06, 7.03 and 8.01 of the Code of Conduct for Cayman Islands Attorneys.

Vitiating of Consent and Authority to Act

- 93. Any purported consent by the First Defendant to the Second to Fourth Defendants' professional conduct described herein is vitiated by illegality, being given in the context of criminal conspiracy, statutory violations, and material non-disclosure of the unlawful nature of the underlying arrangements.
- 94. Any purported consent by the Seventh and Eighth Defendants to the Fifth and Sixth Defendants' professional conduct described herein is vitiated by illegality, being given in the context of criminal conspiracy, statutory violations, and material non-disclosure of the unlawful nature of the underlying arrangements.
- 95. In the premises, the vitiating of consent, as hereinbefore pleaded renders the Defendants' authority to act *void ab initio*, including, *inter alia*, the following:
 - i. The absence of valid authority for contingency arrangements: the Plaintiff avers that the authority to act under prohibited funding arrangements is void from inception due to illegality under common law and PFLSA;
 - ii. The absence of valid authority for conflicted and / or unlawful representation: the Plaintiff avers that the authority to act in conflicted positions is void where consent was obtained without disclosure of illegal context and criminal conspiracy;
 - iii. The absence of valid authority to act in circumstances in which the contemplated act (s) were unlawful and or contrary to professional conduct and / or duty to the Court obligations;
 - iv. No valid authority through tainted retainer: Where the retainer relationship itself was founded upon illegal conduct, no valid authority to act can derive therefrom.
- 96. The vitiating of authority nullifies the Defendants' capacity to legitimately utilise family court proceedings as the conduit for effecting unlawful interference, rendering:

- i. All court applications *void ab initio*: Applications made without valid authority are nullities incapable of creating legitimate court orders;
- ii. Family Proceedings misused as commercial vehicle: The family court jurisdiction was improperly invoked to effect commercial interference rather than legitimate family objectives;
- iii. Procedural fraud upon the court: Utilising court processes without valid authority constitutes fundamental procedural irregularity and fraud;
- iv. Abuse of court jurisdiction: Family Court procedures designed for child welfare were perverted into mechanisms for commercial conspiracy through want of authority.

97. The absence of valid authority renders all professional conduct unauthorized practice, constituting:

- i. Breach of professional conduct rules requiring valid authority to act;
- ii. Violation of court rules regarding proper representation;
- iii. Fraud upon the court through misrepresentation of authority;
- iv. Additional unlawful means supporting conspiracy liability.

98. The Defendants' systematic deception violated Rule 8.01 of the Code of Conduct for Cayman Islands Attorneys, which provides that "an attorney must never deceive or knowingly or recklessly mislead the Court."

99. The use of the Family Proceedings for commercial objectives violated Rule 7.03, causing unnecessary distress through the improper use of Children Act procedures.

100. The Plaintiff avers that the Defendants are precluded from asserting, claiming and / or relying on "client consent" or "retainer relationship" as justification for their authority to act where such authority was vitiated by illegality from inception, thereby nullifying

their capacity to legitimately invoke the Court's jurisdiction for commercial conspiracy purposes.

Court Orders as Instruments of Coercion and Oppression

101. The vitiation of authority and want of jurisdiction renders the court orders, obtained by Defendants, as instruments of coercion, intimidation and oppression rather than legitimate legal remedies, including:

- i. Freezing injunction as commercial coercion: The freezing order obtained on 29 August 2024 constituted commercial immobilisation of assets for coercive purposes rather than legitimate Family Court relief;
- ii. Passport surrender applications as liberty intimidation: The applications targeting fundamental liberty rights constituted tools of intimidation and oppression rather than legitimate child protection measures;
- iii. Abuse of court process for oppressive purposes: Both the Asset Freezing Order and the pending application for a Passport Order represented systematic abuse of judicial machinery as weapons of commercial coercion;
- iv. Perversion of child-protective jurisdiction: Family court procedures designed for child welfare were perverted into instruments of commercial intimidation.

102. The coercive and oppressive nature of the court orders is evidenced by their disproportionate and unjustified continuation:

- i. Five-month freezing period: Bank accounts remained frozen for five (5) months from August 2024 to January 2025 despite undertakings given to the Court that funds would not be moved;
- ii. Personal account freezing without basis: The Plaintiff's personal account was frozen notwithstanding the fact that there was neither suggestion nor evidence that any Funds, the subject of the OLA, were ever deposited into that account;

- iii. Vehement opposition to discharge: The Fourth Defendant acting unlawfully and in furtherance of the conspiracy was dogged and vehement in her opposition to the injunction being discharged, either in part or as a whole, demonstrating commercial rather than protective objectives;
- iv. Disproportionate asset restraint: The continuation of Freezing Injunction without evidential basis is probative of their deployment as instruments of commercial coercion rather than legitimate family protection.

The Worthless Undertaking

103. The Plaintiff avers that in consequence of the vitiated authority, the First Defendant's cross-undertaking in damages is a further deception upon the Court and contempt of court in that:

- i. The First Defendant provided a cross-undertaking in damages which she could never substantiate by reason of her claimed impecuniosity;
- ii. The undertaking constituted false security designed to deceive the Court into granting relief that would otherwise be refused;
- iii. By reason of the matters pleaded at sub-paragraphs i. and ii., the Second to Fourth Defendants, inclusive proffered an undertaking in damages to the Court in circumstances where they knew or ought to have known or was false, were reckless as to whether the undertaken given could be met by First Defendant or at all;
- iv. In the premises, the undertaking was given knowing it could not be honoured, constituting fraudulent inducement for the Court to grant coercive relief;
- v. Further, the proffering of a worthless undertaking by the First to Fourth Defendants to the Court constituted contempt of court, and an abuse of court process;

- vi. Further and in the premises, the false undertaking and contempt of court constituted further acts in furtherance of the unlawful interference conspiracy, utilising court procedures for commercial coercion without genuine security;
- vii. Further, the Second, Third, and Fourth Defendants facilitated and enabled the First Defendant's contempt of court by advising and presenting the worthless undertaking to the Court.

104. The Second, Third and Fourth Defendants' conduct violated Rule 6.06 of the Code of Conduct for Cayman Islands Attorneys, which provides that "every attorney has an absolute professional duty to Honour an undertaking" and that "an attorney's word is his / her bond."

105. Pursuant to IBA Guide 6.2, the Second-Fourth Defendants breached their duty not to give undertakings that cannot be fulfilled, and failed to exercise due diligence in ensuring full control over the ability to fulfill the undertaking.

106. The Second to Fourth Defendants cannot escape personal liability by claiming client instructions, as Commentary (6) to Rule 6.06 as aforesaid states that "an attorney may not escape liability on an undertaking by pleading that to Honour it would be a breach of duty owed to the attorney's client."

107. The failure to honour an undertaking involves joint and several liability of all partners of the Second Defendant firm, as stated in Commentary (1) to Rule 6.06 as aforesaid.

108. The deployment of court orders as instruments of coercion constitutes aggravated unlawful means because:

- i. All the Defendants, acting in concert, utilised the Court processes as weapons of commercial intimidation rather than legitimate legal remedies;
- ii. By unlawfully deploying, in furtherance of the conspiracies to obtain freezing injections each of the Defendants intended to utilise Court Orders as an instrument of oppression and/ or an instrument *in terrorem* against the Plaintiff;

- iii. In the premises, and by reason of the matters aforesaid and in furtherance of the conspiracies, each of the Defendants intended, unlawfully to use the Court's *imprimatur* as a means, unlawfully, to coerce the Plaintiff to cause him, harm, detriment or prejudice;
- iv. Each of the Defendants whether by themselves or acting in concert, utilised the designated child-protective procedures of the Family Division as a means of commercial coercion thereby undermining the integrity of the justice system.

109. The professional misconduct is aggravated by:

- i. Enhanced duties in proceedings designed to protect children's welfare;
- ii. Continuing violations over multiple years;
- iii. Using professional positions for commercial rather than professional objectives;
- iv. Cross-firm coordination: International law firms coordinating for improper and unlawful commercial purposes.
- v. Violations of Rules 1.01, 6.06, 7.03, and 8.01 of the Code of Conduct.

TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS

Elements of Tortious Interference

- 110. The Defendants' conduct constitutes tortious interference with contractual relations between the Plaintiff and Seventh and Eighth Defendants regarding the OLA.
- 111. The Plaintiff avers that the elements of the tort are established: (1) valid contractual relationship between Plaintiff and Seventh/Eighth Defendants; (2) Defendants' knowledge of the contractual relationship; (3) intentional and improper interference; and (4) resulting damage.

112. The jurisdictional fraud and proxy abuse constituted the unlawful means by which Defendants intentionally interfered with the subsisting contractual relationship.

Improper Interference Through Unlawful Means

113. The interference was improper because it was accomplished through unlawful means including jurisdictional fraud, professional misconduct, and egregious court process abuse.
114. The use of Family Court proceedings as gateway for commercial interference, concealment of true parties in interest, and false evidence creation was unlawful.

Potential Defences and Responses

115. The Plaintiff anticipates and addresses the following potential defences:
- i. Any assertion of Legal Professional Privilege is vitiated by the crime fraud exception and abuse of process;
 - ii. Any assertion of litigation privilege is precluded in the context of conspiracies to abuse the court process;
 - iii. Any assertion of justification is nullified by the Defendants' fraud on the Court and / or professional misconduct;
 - iv. Any assertion of "good faith" is precluded by the fact of the Defendants' conspiracy in circumstances where they knew or ought to have known that their conduct was unlawful;
 - v. Any assertion that the Defendants were acting on client instructions is nullified by Rule. 6.06 Commentary (6) hereinbefore pleaded.

CONSPIRACY CONSEQUENCES AND HARM

Comprehensive Conspiracy Damage

116. The unlawful means conspiracies have caused damage comprising:

- i. Damages in an amount to be assessed consequent on the Defendants' tortious interference with the OLA contract;
- ii. Damages for loss of opportunity as hereinbefore pleaded;
- iii. Interest on the amount found to be due from 29th August 2024 at a rate of 2.37 per cent pursuant to section 34 of the Judicature Act;
- iv. Damages for the diminution in value of the Property, to be assessed for the period September 2022 and 31st July 2025;
- v. Damages for costs incurred in the Family Law proceedings from 20th October 2020 until 28th August 2024 to be assessed;
- vi. Damages for costs incurred in the "Family Law" proceedings, to be assessed;
- vii. Damages for costs incurred in Cause G0249-2024 including indemnity for any and all costs claimed therein; and,
- viii. Damages for loss of opportunity.

Continuing Conspiracy Consequences

117. The conspiracies continue to cause ongoing harm including:

- i. Ongoing costs addressing continuing conspiracies;
- ii. Professional harm: Continuing damage from abuse by officers of court;
- iii. Commercial relationship damage: Ongoing harm to business relationships and reputation.

AGGRAVATED DAMAGES FOR PROFESSIONAL MISCONDUCT*Aggravated Harm from Professional Misconduct*

118. The unlawful means conspiracies have caused aggravated harm warranting aggravated damages due to the nature of the misconduct and its impact on the Plaintiff's fundamental rights and dignity.

TARGETING OF FUNDAMENTAL LIBERTY RIGHTS

119. The Defendants' conduct constitutes aggravated harm through targeting of the Plaintiff's fundamental liberty rights including:

False Imprisonment and / or Passport Applications:

- i. The Passport surrender applications based on manufactured evidence designed to restrict fundamental freedom of movement;
- ii. The Travel restriction applications targeting personal liberty through false sworn statements;
- iii. In the premises, the Defendants, unlawfully resorted to commercial coercion through threats to personal freedom rather than legitimate family court enforcement;
- iv. The Defendants by their conduct, and in furtherance of their conspiracies, following economic threats, escalated matters by resorting to applications to restrict the Plaintiff's liberty thereby targeting his fundamental rights.

Manufactured Evidence Targeting Personal Freedom:

- i. Creation of false flight risk allegations including false claims about vehicle sales that never occurred;
- ii. Deliberate mischaracterization of normal family activities as evidence of departure plans;

- iii. False sworn statements under oath targeting personal liberty for commercial rather than legitimate objectives;
- iv. Criminal perjury designed to achieve detention and travel restrictions for commercial coercion purposes.

Professional Position Abuse Through Fraud

120. The Defendants abused professional positions through criminal conspiracy by officers of court, systematic facilitation of jurisdictional fraud for client commercial objectives, and cross-firm coordination to enable court process abuse.
121. The jurisdictional fraud facilitation represents systematic court process abuse causing reputational damage and enhanced legal costs beyond ordinary compensatory loss by reason of the Second to Fourth Defendants together with the Fifth and Sixth Defendants deploying their professional expertise to deceive the court.

Particulars Professional Position Abuse

122. The Defendants' conduct constituted aggravated harm through abuse of professional positions and duties including:

a) Officers of Court Violations:

- i. Criminal conspiracy by legal practitioners holding positions of trust and responsibility;
- ii. Abuse of professional duties and public trust reposed in officers of court;
- iii. Commercial exploitation of professional positions for objectives contrary to professional obligations;
- iv. Violation of professional conduct standards over multiple years by those sworn to uphold legal system integrity.

b) Professional Position Abuse - Subsisting Rights:

- i. Coordination against active client contracts: Professional representatives acting directly against their own clients' subsisting contractual entitlements worth under the OLA;

- ii. Timeline evidence of premeditated breach: Coordinating to prevent performance while contract remained valid then attempting termination only after securing freezing order;
- iii. Officers of court misconduct: Court officers acting against subsisting client contractual rights while concealing this from the Court;
- iv. International firm misconduct: Carey Olsen coordination against their own client's active agreement they had professionally drafted and remained enforceable.

c) Cross-Firm Professional Coordination for Improper Objectives:

- i. Coordination between the Second and Fourth Defendants to commit acts tantamount to professional misconduct;
- ii. Coordination between the Third, Fourth and Sixth Defendants to commit acts tantamount to professional misconduct;
- iii. Commercial exploitation of inter-professional relationships for improper commercial objectives;
- iv. Coordination between major law firms for criminal conspiracy and professional violations;
- v. Abuse of professional cooperation mechanisms, including common professional privilege, designed for legitimate legal practice coordination.

EXEMPLARY DAMAGES

123. By reason of the matters aforesaid, the Plaintiff avers and makes a claim for Exemplary Damages consequent on the Defendants, licenced "officers of the court" unlawful, abusive, oppressive, targeted, and unconstitutional acts which are inimical to the public interest and the duties to the Court as servants of justice. The Plaintiff avers that Exemplary Damages are necessary for deterrent effect and public protection.
124. The Defendants' conduct warrants substantial Exemplary Damages by reason of:
- i. The criminal conspiracies hereinbefore pleaded;

- ii. Their commercial exploitation of Childrens Act proceedings in the Family Division;
- iii. Unprecedented proxy abuse of family court jurisdiction.
- iv. Systematic violations of the code of Conduct for Cayman Islands Attorneys;
- v. Fraud upon the Court through false evidence and worthless undertakings;
- vi. Threats Against Officers of the Court: Attempting to intimidate Brady by threatening personal liability for complying with court orders;
- vii. Consciousness of Guilt Through Silence: Failing to respond when confronted with explicit allegations of unlawful conduct;
- viii. Breach of Children Act Confidentiality: Violating statutory confidentiality provisions to coordinate commercial conspiracy;
- ix. Abuse of Professional Privilege: Perverting Common Interest Privilege into a vehicle for conspiracy.

125. The Defendants' misconduct as officers of court and professional practitioners in positions of public trust creates circumstances warranting exemplary damages because:

- i. Their abuse of professional positions and public trust;
- ii. The need to deter similar misconduct by legal practitioners and officers of court;
- iii. The protection of court processes and professional integrity;
- iv. The vindication of public policy protecting children's proceedings and legislative safeguards;
- v. The vindication of the PFLSA prohibition of contingency fee agreements in Family Proceedings involving children; and,

- vi. The need to uphold standards of the Code of Conduct for Cayman Islands Attorneys.

126. Exemplary damages are necessary to protect family court jurisdiction from commercial exploitation, deter officers of court from enabling jurisdictional fraud, and establish precedent protecting judicial system integrity.

Public Interest Protection

127. Based on the aggravating factors, including the egregious misconduct, and the consequential damage to the Cayman Islands Legal profession and to the reputation of the Cayman Islands as a Financial Service jurisdiction, substantial Exemplary Damages, in an amount to be determined, are necessary to reflect the gravity of criminal conduct and professional misconduct by officers of court over multiple years in proceedings designed to protect children's welfare and the Defendants subsequent manipulation of the said proceedings for the commercial gain of third parties.

CLAIMS FOR RELIEF

FIRST CLAIM: Unlawful Means Conspiracy - Champerty and Maintenance Evasion (Against Defendants 1-4)

128. The Plaintiff repeats paragraphs 1-127 above.

129. From 1 October 2020 to 30 April 2021, the First, Second, Third, and Fourth Defendants combined in unlawful means conspiracy to evade Common Law prohibitions on champerty and maintenance in children's proceedings.

SECOND CLAIM: Unlawful Means Conspiracy - PFLSA Evasion (Against Defendants 1-4)

130. The Plaintiff repeats paragraphs 1-127 above.

131. From 1 May 2021 to present, the First, Second, Third, and Fourth Defendants combined in an unlawful means conspiracy to evade PFLSA requirements through systematic statutory violations over three years.

THIRD CLAIM: Unlawful Means Conspiracy - Contractual Interference Through Jurisdictional Fraud (Against All Defendants)

132. The Plaintiff repeats paragraphs 1-127 above.

133. From 28 August 2024 to present, all eight Defendants combined in unlawful means conspiracy to prevent OLA performance through proxy abuse of family court jurisdiction while the OLA remained valid and subsisting.

134. Further or in the alternative, the First, Second, Third, and Fourth Defendants committed the tort of abuse of process by using family court procedures primarily for purposes other than those for which they were designed, in violation of Rule 7.03 of the Code of Conduct, causing damage to the Plaintiff.

FOURTH CLAIM: Unlawful Means Conspiracy - False Evidence and Liberty Targeting (Against Defendants 1-4)

135. The Plaintiff repeats paragraphs 1-127 above.

136. From 6 September 2024 to present, the First, Second, Third, and Fourth Defendants combined in unlawful means conspiracy to present false evidence targeting liberty rights through continued jurisdictional fraud.

FIFTH CLAIM: Unlawful Means Conspiracy - Unlawful Maintenance (Against All Defendants)

137. The Plaintiff repeats paragraphs 1-127 above.

138. From 29 August 2024 to present, all eight (8) Defendants combined in unlawful means conspiracy to maintain unlawful proceedings through concealment and false representations regarding jurisdictional fraud.

SIXTH CLAIM: Tortious Interference with Contractual Relations (Against All Defendants)

139. The Plaintiff repeats paragraphs 1-127 above.

140. All Defendants tortiously interfered with the contractual relationship between Plaintiff and Seventh/Eighth Defendants through unlawful means including jurisdictional fraud and court process abuse.

SEVENTH CLAIM: Abuse of Process (Against Defendants 1-4)

141. The Plaintiff repeats paragraphs 1-127 above.

142. The First, Second, Third, and Fourth Defendants committed the tort of abuse of process by using family court procedures primarily for purposes other than those for which they were designed in violation of Rule 7.03 of the Code of Conduct for Cayman Islands Attorneys, causing damage to the Plaintiff.

EIGHTH CLAIM: Professional Misconduct and Third-Party Duties (Against Defendants 2-6)

143. The Plaintiff repeats paragraphs 1-127 above.
144. The Second, Third, Fourth, Fifth, and Sixth Defendants committed professional misconduct constituting breach of duties contrary to the public interest through systematic facilitation of jurisdictional fraud and court process abuse.
145. The Plaintiff avers that the Defendants stepped outside their normal attorney role by utilising their legal expertise to facilitate the systematic deception of the court on matters of jurisdiction, standing, and the true nature of proceedings.
146. The Defendants, being licenced firms of attorneys and individual practicing attorneys had the responsibility for the protection and sanctity of the Court's system of integrity;
147. The Defendants through their roles as officers of court, had duties to all court users to prevent jurisdictional fraud and maintain the integrity of Family Court proceedings designed to protect children's welfare.

NINTH CLAIM: Breach of Professional Undertaking (Against Defendants 2 – 4)

148. The Plaintiff repeats paragraphs 1-127 above.
149. The Second, Third, and Fourth Defendants breached their professional obligations under Rule 6.06 of the Code of Conduct for Cayman Islands Attorneys by preferring an undertaking in damages that could not be honoured, constituting personal and joint and several liability.

TENTH CLAIM

150. The Plaintiff repeats paragraphs 1-127 above.
151. The First Defendant committed a Contempt of Court when, on 29th August 2025, she proferred a cross-undertaking in damages knowing that by reason of her claimed impecuniosity, she was not in a position to Honour it.

ELEVENTH CLAIM

152. The Plaintiff repeats paragraphs 1-127 above.

153. The Second, Third, Fourth, Fifth and Sixth Defendants conspired to breach Rule 3.23 of the Children Act (Grand Court) Rules 2024 (particularised below) by unlawfully sharing confidential information from family proceedings for commercial purposes:

“Confidentiality of documents 3.23.

(1) Notwithstanding any rule of court to the contrary, no document, other than a record of an order, held by the court and relating to proceedings to which this Part applies shall be disclosed, other than to —

- (a) a party;
- (b) the legal representative of a party;
- (c) the guardian ad litem; or
- (d) a welfare officer without leave of the court.”

154. The breach is evidenced by:

- i. The Common Interest Privilege Arrangement between the Defendants as hereinbefore particularised;
- ii. The Fifth and Sixth Defendants detailed knowledge of the Family Court proceedings; and,
- iii. The deliberate coordination of strategy across family and commercial disputes; and,

155. The Plaintiff avers that that this breach was not inadvertent but integral to the conspiracy, enabling the Defendants to coordinate their abuse of family proceedings for commercial objectives.

156. The Plaintiff further avers that the breach of confidentiality was contrary to Common Law.

AND THE PLAINTIFF CLAIMS:*Damages*

- i. Tortious Contractual Interference Damages to be assessed;

- ii. Legal Costs for Family Proceedings to be assessed;
- iii. Legal costs in Family Proceedings (August 2024 – Present) to be assessed;
- iv. Legal costs in Cause GO249-2024, to be assessed;
- v. Property value Diminution;
- vi. Loss of Opportunity (full particulars to be given in due course).

Aggravated Damages

157. Aggravated Damages for professional misconduct, interference by the use of Passport Orders, to interfere in the Plaintiff's liberty and abuse of court process in an amount to be determined by the Court.

Exemplary Damages

158. Exemplary Damage, in an amount to be determined, for deterrence and public protection against professional misconduct by officers of the court.

Interest

159. Interest pursuant to statute at such rate and for such period as the Court may in its discretion deems appropriate.

Declaratory Relief

160. Declarations that:
- i. The Defendants engaged in unlawful means conspiracies;
 - ii. All Orders including orders obtained in the Family Proceedings from May 2022 to the date of issue of this Writ are tainted by conspiracy and are thereby *void ab initio*;
 - iii. All agreements tainted by conspiracy are *void ab initio*;
 - iv. The Second to Sixth Defendants' authority to act was vitiated by illegality;

- v. The Defendants committed the tort of abuse of process;
- vi. The Defendants tortiously interfered with contractual relations.

Injunctive Relief

161. *Permanent Injunctions:*

- i. Prohibiting the continuation of the unlawful means conspiracies;
- ii. Preventing the abuse of Family Court proceedings for commercial objectives;
- iii. Prohibiting the First Defendant from participating any further further in *Fam Cause 102 of 2012*;
- iv. Mandatory Orders requiring the disgorgement of any fees or profits “earned” by the Second to Sixth Defendants;
- v. Mandatory Order that the First to Fourth Defendants pay the full value of the Cross-Undertaking in damages;
- vi. Mandatory orders requiring disclosure of all communications (howsoever created or held) between the First to Fourth Defendants concerning the Family Proceedings from 20th October 2022 to 27th August 2024;
- vii. Mandatory orders requiring disclosure of all communications between the First to Eighth Defendants for the period 28th August 2024 to the date of issue of this Writ of Summons;
- viii. Mandatory Orders for the immediate preservation of all categories of communication listed in sub-paragraph iv. and v. above;
- ix. An order staying all proceedings and processes in *Cause 249 of 2024*.
- x. An order staying all proceedings and processes in *Fam Cause 102 of 2012*, the Family Proceedings.

162. Costs on an indemnity basis reflecting the egregious nature of the professional misconduct and abuse of the court process.

163. Orders for account and disgorgement of all fees earned by the Second, Fifth and Sixth Defendants.

Further Relief

164. Such further or other relief as this Honourable Court deems just and appropriate.

DATE:21st August 2025



Anthony Akiwumi

This **WRIT OF SUMMONS** was filed by Anthony Akiwumi, 69 Hinds Way, George Town, Grand Cayman, Cayman Islands.

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 debtor 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

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 issued 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 issued 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.

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: [TO BE ASSIGNED]

BETWEEN:

ANTHONY AKIWUMI

PLAINTIFF

AND

(1) DEBORAH JANE ROBERTS

(2) TRAVERS THORP ALBERGA

(3) LOUISE DESROSIER

(4) DEMI MCLEAN

(5) CAREY OLSEN

(6) PETER SHERWOOD

(7) PETRI BASSON

(8) LIZE BASSON

DEFENDANTS

**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 of Summons is acknowledged accordingly

(Signed) _____
Attorney for

Please complete overleaf

Note 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/she must give his post office box number and the physical address of his/her residence or, if he/she does not reside in the Cayman Islands, he/she must give an address in Grand Cayman where communications for him/her should be sent. In the case of a limited company "residence" means its registered or principal office.

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

Anthony Akiwumi
69 Hinds Way
George Town
Grand Cayman
Cayman Islands

Endorsement by Defendant's Attorney (or by Defendant if responding in person) of his/her name, address and reference, if any, in the box below.

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