



IN COURT OF THE CAYMAN ISLANDS

CAUSE No.

- (1) SCOTT LAMB
- (2) SUREFINE LIMITED
- (3) SECURUS CO. LIMITED
- (4) AWARE CAPITAL (2024) INC.

Plaintiffs

-and

AIDA VAN WEES

Defendant

WRIT OF SUMMONS

TO:

Mrs Aida Van Wees
31 Jellicoe Quay
West Bay
Grand Cayman
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named plaintiffs in respect of the claim set out in the accompanying Statement of Claim.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, 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 23rd day of December, 2025

NOTE - This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

This **Writ and Statement of Claim** is filed by Dinner Martin Attorneys LLP t/a Dentons, attorneys at law for the Plaintiffs, whose address for service is 2nd Floor, One Capital Place, Shedden Road, George Town, Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE No.

BETWEEN:

(1) SCOTT LAMB
(2) SUREFINE LIMITED
(3) SECURUS CO. LIMITED
(4) AWARE CAPITAL (2024) INC.

Plaintiffs

-and

AIDA VAN WEES

Defendant

STATEMENT OF CLAIM

1. Certain parties are referred to below in anonymized form in order to protect their privacy and confidential information.
2. The First Plaintiff ('Lamb') is a resident of the Cayman Islands and the sole shareholder of the Third and Fourth Plaintiffs ('Securus' and 'Aware', respectively). Securus is the sole shareholder of the Second Plaintiff ('Surefine'). Surefine and Securus were incorporated under the laws of the Cayman Islands. Aware is a corporation organized under the laws of Ontario, Canada. Lamb is the sole director of each of the corporate plaintiffs.
3. The Defendant ('AVW') is a resident of the Cayman Islands and a qualified Canadian attorney.

4. At all material times, Surefine carried on business making loans to Canadian borrowers (the 'Borrowers') to enable the purchase of certain insurance products connected with estate and tax planning (the 'Business') from regulated insurance companies. In connection with certain loans to Borrowers, Aware was interposed between Surefine and the Borrowers as a Canadian lender. However, in October 2024, loans held to Borrowers by Aware were transferred to Surefine and Aware ceased to be involved in the Business.
5. Prior to its acquisition by Securus in September 2023 (the 'Acquisition'), AVW was involved in the Business on behalf of Surefine and had access to hard and soft copy documents forming the books and records of Surefine.
6. Following the Acquisition, AVW held no office or employment with Surefine, save for a short period between 23 January 2024 and 11 March 2024 where she was empowered to assist in the demand for payment of loans due and payable to 1101058 B.C. Ltd. and ITFS Capital Ltd. on behalf of Surefine. On 11 March 2024, Lamb instructed AVW that she was no longer authorized to act on behalf of Surefine in any capacity and / or for any reason.
7. It was a term of the share purchase agreement ('SPA') lying behind the Acquisition that Lamb and Securus would be provided with all hard and soft copy books and records of Surefine, once that transaction closed. AVW was aware of that term, because:
 - a. The seller of Surefine was Mr Robert Young, AVW's husband.
 - b. AVW assisted in the drafting of the SPA.
 - c. AVW was involved in extensive negotiations to turn over both hard and soft copy documents belonging to Surefine to Lamb and Securus.
8. AVW was at all material times aware that the books and records of Surefine contained confidential information belonging both to that company and / or to Aware and / or to the Borrowers, concerning their borrowing arrangements, including but not limited to:
 - a. Addresses of Borrowers.
 - b. Loan amounts taken by Borrowers.
 - c. Policy numbers associated with the policies that Borrowers had purchased.
 - d. Maturity dates of the loans and option dates of the policies entered into by the Borrowers.
 - e. Various other policy related benefits available to the Borrowers (collectively the 'Confidential Information').
9. AVW at all material times knew or ought to have known that:

- a. Following the Acquisition and / or the cessation of her authority on behalf of Surefine, she had no capacity or authority to act on behalf of Surefine and / or any of the Plaintiffs.
 - b. Following the Acquisition and / or the cessation of her authority on behalf of Surefine, she had no right to possess or retain the Confidential Information.
 - c. Following the Acquisition and / or the cessation of her authority on behalf of Surefine she should pass all books and records of Surefine to Lamb and / or Securus and thereafter destroy any copies she might possess.
 - d. Following the Acquisition and / or the cessation of her authority on behalf of Surefine, she should not make use of any Confidential Information that she might, wrongly, continue to possess.
 - e. Upon receiving contact from any Borrower or professional adviser involved in the Business and concerning the Business, that she should provide the details of Mr Lamb as the proper point for contact and pass to Mr Lamb any and all documents that she received in the course of such communications.
10. On or about 2 December 2025, AVW communicated unsolicited correspondence to the following Borrowers, indicating that she had been 'engaged' to give them notice of their right to claim certain benefits from Advantage Life, under the auspices of the Business, and providing them with draft notices making those claims:
 - a. WP
 - b. VP
 - c. JG
 - d. DJ
 - e. BN
 - f. SP
 - g. 3 other individuals identified to only by their email address.
11. Further, in or about May 2025, AVW was contacted by Mr Leibovich, attorney for MM, a Borrower, asking certain question concerning the Business and connected with enquiries made by the Canadian Revenue Authority. AVW answered that communication, along with other communications throughout 2025 as recently as December 2, 2025, rather than telling Mr Leibovich that Mr Lamb was the appropriate point of contact for his enquiries and passing the communication along to Mr Lamb.
12. The Plaintiffs will say that AVW could not have prepared and entered into the above correspondence and / or the draft notices without access to and making use of the Confidential Information.

13. On 9 December 2025, Mr Lamb wrote to AVW by email requesting that she discontinue her communications with Borrowers and others involved in the Business and reminding her that she had no authority on behalf of Surefine. AVW replied but failed to confirm that she would cease her interference in the Business.
14. Approximately 6 hours after replying to Mr Lamb's above-mentioned email, AVW contacted SP, a Borrower referencing a direction to Advantage Life and indicating that should he have any queries or questions he should refer to her.
15. On 11 December 2025, the Plaintiffs' attorneys served a cease and desist letter on AVW to her email address requiring her:
 - a. To send communications to the Borrowers with whom she had communicated indicating that she had no authority to contact them when she did so.
 - b. To turn over copies of all correspondence created by those communications.
 - c. To cease and desist from making contact future with Borrowers and / or professional advisers connected with the Business.

In lieu of compliance and response within 3 days, AVW was informed that the Plaintiffs would seek injunctive relief.
16. The Plaintiffs' attorneys sent further email correspondence on 16 December 2025, following AVW's failure to acknowledge or reply to the above-mentioned cease and desist letter, clarifying that injunctive relief would be sought without further notice if the assurances and actions demanded were not received / undertaken. To the date hereof, AVW has not replied.
17. By her above-described conduct, AVW tortiously interfered with the Plaintiffs' business relationships.

PARTICULARS OF TORTIOUS INTERFERENCE

- a. AVW at all material times knew that there existed a business relationship between the Borrowers and at least one of the Plaintiffs affording that Plaintiff various legal rights, subject to the contracts between them.
- b. AVW corresponded with the Borrowers and / or professional advisers with the intent to interfere in the relationship between the Borrowers and / or professional advisers and the Plaintiffs, in that she knew or ought to have known that making contact with those persons without the authority to do so and without explaining any valid basis for so doing would damage the Plaintiffs' relationships with those persons.

- c. There was no valid justification for AVW's interference with the Plaintiffs' business relationships.

18. Further or in the alternative, AVW misused the Confidential Information.

PARTICULARS OF MISUSE OF CONFIDENTIAL INFORMATION

- a. The Confidential Information is confidential in nature, containing sensitive personal data and other commercially and personal information, including as borrowing amounts, policy numbers, maturity dates and / or benefit details.
- b. AVW received the Confidential Information in circumstances importing an obligation of confidence, namely as a person then authorized to possess and use that information for the narrow purposes of the Business:
 - i. Prior to the Acquisition; and
 - ii. Insofar as any Borrower came within the limited authority granted to AVW between 23 January 2024 and 11 March 2024, prior to the cessation of that authority.
- c. AVW used the Confidential Information to correspond with Borrowers and others without the authority of either Surefine or the Borrowers and while knowing that she ought not to have possession of that information.

19. By reason of the matters set out at paragraphs 15 and / or 16 above, the Plaintiffs suffered loss and damage.

PARTICULARS OF LOSS

The Plaintiffs suffered the following non-exhaustive loss and damage:

- a. Reputational damage.
- b. Exposure to lawsuits concerning misuse of or failure to protect the Confidential Information.
- c. Potential losses arising should Borrowers seek to hold the Plaintiffs in breach of contract by reason of misuse of or failure to protect the Confidential Information.
- d. Potential losses, lawsuits and costs incurred in order to undo AVW's conduct in Canada and in the Cayman Islands and to establish the Plaintiffs' rights.

And the Plaintiffs reserve the right to plead further losses in the future as and when they arise.

20. The Plaintiffs claim interest upon such damages as may be awarded to them, pursuant to s.31 of the Judicature Act (2021 Revision) at such rate and for such period as the Court finds fit.

AND the Plaintiffs Claim:

1. Permanent injunction against AVW:
 - a. Preventing her from contacting Borrowers or any other parties involved in transactions involving my companies pending trial of this matter;
 - b. Requiring her to write to those she contacted without authority and indicating that she had no authority to do so and should not have done so;
 - c. Requiring her to hand over to the Plaintiffs all correspondence generated by her unauthorized communications and to destroy any copies that she retains;
 - d. Requiring that she hands over to the Plaintiffs all books and records of Surefine that she possesses and then to destroy any remaining copies.
2. Damages to be assessed.
3. Interest as aforesaid.
4. Costs.

DATED this 23rd day of December 2025



Dentons

Attorneys for the Plaintiffs

TO: The Registrar of the Civil Division

AND TO: The Defendant

This **Writ and Statement of Claim** is filed by Dinner Martin Attorneys LLP t/a Dentons, attorneys at law for the Plaintiffs, whose address for service is 2nd Floor, One Capital Place, Shedden Road, George Town, Grand Cayman, Cayman Islands.

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CAUSE No.

CIVIL DIVISION

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- (1) SCOTT LAMB
- (2) SUREFINE LIMITED
- (3) SECURUS CO. LIMITED
- (4) AWARE CAPITAL (2024) INC.

Plaintiffs

-and

AIDA VAN WEES

Defendant

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged: _____
2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

☐ yes

☐ no
3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

☐ yes

☐ no

Service of the Writ is acknowledged accordingly.

(Signed).....

Attorney for Defendant

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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

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

Dentons
2nd Floor, One Capital Place
Shedden Road, PO Box 10190
George Town
Grand Cayman
Cayman Islands, KY1-1002

Attn: Michael Wingrave

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