



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2026

BETWEEN : FAY ANNE deFREITAS

PLAINTIFF

AND: LIM ENERGY LTD.

DEFENDANT

PLAINT

TO: LIM ENERGY LTD.
 c/o Silverside Management Ltd.
 P.O. Box 31489,
 Citrus Grove
 Grand Cayman, KY1-1206
 Cayman Islands

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 21 day of April, 2026.

See overleaf for particulars of the Plaintiff's claim.

This Complaint was issued by Rosie Whittaker-Myles, RWM Chambers, Attorney-at-Law for and on behalf of the Plaintiff herein whose address for service is that of her Attorney, Suite 305, Third Floor Monaco Towers, 54 Edward Street, George Town, P.O. Box 2542, Grand Cayman, KY1-1104, Cayman Islands.

PARTICULARS OF CLAIM

1. The Plaintiff's place of residence is Crescent Beach House, 1070E Sea View Road, East End. P.O. Box 338, Grand Cayman, KY1-1501, Cayman Islands.
2. The Defendant is a company incorporated under the laws of the Cayman Islands as a resident company carrying on the business of selling motor and electric vehicles from 45 Blue Lagoon Drive, Unit 1, Industrial Estate, George Town, Grand Cayman with registered office at Silverside Management Ltd. P.O. Box 31489, Citrus Grove, Grand Cayman, KY1-1206, Cayman Islands.
3. At all material times Mr. Larry McGean has held himself out to be the owner and agent of the Defendant.
4. On or about the 3 June, 2021 the Plaintiff entered into an agreement with the Defendant to purchase a 2020 JAC iEV7s All Electric vehicle, (the "Vehicle") for the price of CI\$26,900.00. The invoice reflecting the said purchase described the entirety of the sale agreement (the "Agreement") as follows:

*"1 -NEW 2020 JAC iEV7s All-Electric SUV
VIN# LJ1EEKRP8M4000986
w/White exterior and black leather interior, 42.8 kWh Lithium Battery,
85kW Motor Generator Unit with 120V
AC Level 1 charge cord
Price Includes:
3-Years Free Scheduled Annual Service
3-year /30,000 mile Limited Bumper to Bumper Warranty
5-year/50,000 mile Limited Traction Battery Warranty
1-year License & Registration
Ceramic exterior coating".*

5. An additional cost of CI\$650.00 was added to the sale price being the cost for "2 additional years registration" to bring the total cost to CI\$27,550.00.
6. It was an implied term of the agreement that the Vehicle should be reasonably fit for the purpose for which the Plaintiff required it and should be of satisfactory quality.
7. At the time of the sale of the Vehicle, the Defendant, through Mr. Larry McGean represented to the Plaintiff that the Defendant was an agent for JAC in the Cayman Islands and that he had staff employed who had been sent to China to gain experience in servicing the Chinese EV vehicles.

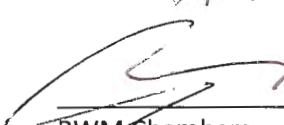
This Complaint was issued by Rosie Whittaker-Myles, RWM Chambers, Attorney-at-Law for and on behalf of the Plaintiff herein whose address for service is that of her Attorney, Suite 305, Third Floor Monaco Towers, 54 Edward Street, George Town, P.O. Box 2542, Grand Cayman, KY1-1104, Cayman Islands.

8. In pursuance of the Agreement, the Plaintiff paid to the Defendant the sum of CI\$27,550.00 on or about 4 June, 2021 being the purchase price of the Vehicle and the additional cost of registration for 2 years.
9. On or about 4 June, 2021 the Defendant delivered the Vehicle to the Plaintiff and the Plaintiff took possession of the Vehicle pursuant to the Agreement.
10. On 20 January, 2025, the Plaintiff wrote to the Defendant advising that the *"power battery fault warning light (9) is on and there is a notice to take the car to a JAC dealer"*. At the Defendant's instructions, the Plaintiff delivered the Vehicle to the Defendant's workshop where it remained until on/around 24 April, 2025 when the Plaintiff was asked to collect the Vehicle.
11. The Defendant also informed the Plaintiff on the 24 April, 2025 that the Vehicle *"shuts down once it reaches approximately 40% battery level. For this reason we strongly recommend always keeping it fully charged and avoiding letting the battery drop to that level until we resolve the issue with the main battery pack."* The Defendant further stated *"As you know, the vehicle has been at our workshop for approximately four months. Despite our ongoing efforts with the warranty process through the manufacturer in China, we have yet to receive a final resolution. However, we have now established contact with JAC's technical team in Mexico, and we are hopeful they will be able to support us and help move this matter forward."*
12. The Plaintiff collected the Vehicle from the Defendant's workshop on 25 April, 2025. On 20 June 2025, the Plaintiff wrote to the Defendant requesting an update on the battery replacement and informed the Defendant that whilst driving the Vehicle between Camana Bay and the Airport on 24 May, 2025 the battery power dropped from 60% to 50% making it unreliable and unsafe to drive.
13. Due to the battery's unreliability, the Plaintiff has not driven the Vehicle since 24 May, 2025. That notwithstanding, she has incurred cost in licensing fees for the Vehicle in the sum of CI\$292.89 for the period June 2025 to June 2027 and insurance fees for the Vehicle in the sum of CI\$1,102.00 for the period June, 2025 to June, 2026.
14. On 10 October, 2025, the Plaintiff wrote to the Defendant advising that proceedings would be commenced against the Defendant unless a new battery with relevant warranty was installed within 2 weeks of that date or agreement is reached for the Defendant to repurchase the Vehicle from her at a price representing loss of use of the Vehicle due to the battery failure.
15. On 11 October, 2025 the Defendant responded stating that the battery warranty *"is only covered in the country it is purchased in"* and suggesting that the Plaintiff would have to absorb the cost of shipping the Vehicle back to the country from which the Defendant purchased the Vehicle, presumably from China.
16. Demand letters were written to the Defendant on 22 and 31 October 2025 but to date the battery has not been replaced in the Vehicle with the result that the Plaintiff has not had use of the Vehicle since 24 May, 2025.

This Plaintiff was issued by Rosie Whittaker-Myles, RWM Chambers, Attorney-at-Law for and on behalf of the Plaintiff herein whose address for service is that of her Attorney, Suite 305, Third Floor Monaco Towers, 54 Edward Street, George Town, P.O. Box 2542, Grand Cayman, KY1-1104, Cayman Islands.

17. On 24 November, 2025 at the Defendant's request, the Vehicle was delivered to the Defendant for re-analysis and remains with the Defendant to date.
18. On 8 January, 2026 the Defendant through its agent, Larry McGean confirmed to the Plaintiff in writing that the battery needs to be replaced and that he is working with a dealer in the Caribbean to secure a new battery. To date a new battery has not been installed in the Vehicle and the Vehicle remains with the Defendant.
19. Being under warranty at the time of failure, it was the Defendant's obligation to replace the battery within a reasonable time, without causing inconvenience to the Plaintiff and to bear any necessary costs incurred in doing so. The Plaintiff will say that a reasonable time would have been within 3 months of 24 May, 2025. In breach of that obligation the Defendant has failed to replace the battery within a reasonable time or at all with the result that the Vehicle is of no use to the Plaintiff.
20. In the premises, the Defendant is in breach of the Agreement.
21. On 24 February, 2026 the Defendant through its agent, Larry McGean, confirmed to the Plaintiff in writing that neither the Defendant nor himself is an agent for JAC vehicles.
22. The Plaintiff therefore claims:
 - i). the sum of CI\$14,000.00 being damages for loss of use of the Vehicle;
 - ii). the sum of CI\$292.89 being the cost of licensing the Vehicle for the period June 2025 to June 2026;
 - iii). the sum of CI\$1,102.00 being the cost of insurance for the Vehicle;
 - iv). legal fees incurred to date and continuing.
 - v). interest at the rate of 2 3/8% pursuant to Judgment Debts (Rates of Interest) Rules (2021 Revision) on the sums claimed in paragraph 19 (i)-(iii) from 1 July, 2025 to 15 April, 2026 in the sum of \$293.12 and continuing at the rate of CI\$1.0038311 per day.
 - vi). post-judgment interest thereafter pursuant to section 34 Judicature Act (2021 Revision) and Judgment Debts (Rates of Interests) Rules (2021 Revision).
 - vii). Costs.

Dated this 21 day of April, 2026



RWM Chambers
Attorney-at-Law for the Plaintiff

This Complaint was issued by Rosie Whittaker-Myles, RWM Chambers, Attorney-at-Law for and on behalf of the Plaintiff herein whose address for service is that of her Attorney, Suite 305, Third Floor Monaco Towers, 54 Edward Street, George Town, P.O. Box 2542, Grand Cayman, KY1-1104, Cayman Islands.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC

OF 2026

BETWEEN: FAY ANN deFREITAS

PLAINTIFF

AND: LJM ENERGY LTD.

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's Name and Address:

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

YES

NO

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

YES

NO

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

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of , 2026

See Overleaf

PARTICULARS OF DEFENCE

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

Defendant's Signature

REMINDER: This form must be taken or sent to the Court Office, P.O. Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.