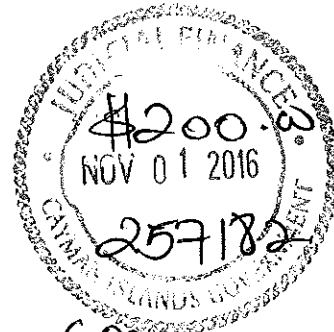


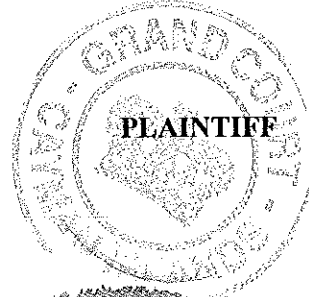
IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 60202 OF 2016

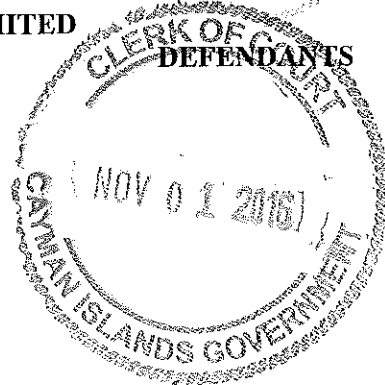
BETWEEN:

HARNEYS GILL (a firm)



AND:

- (1) SUSAN ROBERTSON**
- (2) JAMES ROBERTSON**
- (3) ROBERTSON DESIGN BUILD LIMITED**



WRIT OF SUMMONS

- TO: (1) Susan Robertson
116 Outpost Street
Grand Cayman
Cayman Islands
- (2) James Robertson
74609 Diamondhead Drive
Diamondhead
Mississippi 39525-4009
United States of America
- (3) Robertson Design Build Limited
P.O. Box 31988
Harbour Place
103 South Church Street
Grand Cayman
Cayman Islands

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

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman

KY-1106, Cayman Islands, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 01 day of November 2016

NOTE – This Writ may not be served later than four (4) calendar months (or, if leave is required to effect service out of the jurisdiction, six (6) 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.

STATEMENT OF CLAIM

1. The Plaintiff is a firm of attorneys which takes the form of a partnership and which, at all relevant times, carried on the business of providing legal services in the Cayman Islands and traded under the name "Harneys Gill".

The Plaintiff's claim in contract

2. In or around May 2009, the Defendants instructed the Plaintiff to provide legal advice to them and representation in connection with certain legal proceedings which had been initiated against them (referred to below as "**the Proceedings**") which instruction was accepted by the Plaintiff ("**the Agreement**").
3. The terms of the Agreement were confirmed by and/or are evidenced by: (i) a retainer letter dated 23 December 2010 sent by the Plaintiff to the Second Defendant, together with; (ii) the Plaintiff firm's standard Terms of Engagement enclosed with that letter and referred to therein.
4. There were express terms of the Agreement that:-
 - (a) Fees would be charged on a time-spent basis and by reference to hourly rates for individual members of the firm's staff varying between US\$150 (for a paralegal) and US\$675 (for partner-level attorneys); and
 - (b) Payment of fee notes was required within 14 days of the date of the bill.
5. Alternatively, there were implied terms of the Agreement (which terms were implied by operation of law) *inter alia* that:
 - (a) the Plaintiff would charge a reasonable amount in respect of the services provided pursuant to the Agreement; and

(b) the Defendants would pay the Plaintiff within a reasonable time.

6. The Plaintiff will say that it would be reasonable for attorneys carrying on business as experienced litigators in the Cayman Islands to be paid for their services on an hourly basis and at a reasonable rate per hour. Reasonable hourly rates depending on the experience of each individual member of staff would be between US\$150 and US\$675.
7. Pursuant to the Agreement, between May 2009 and September 2011 the Plaintiff provided legal services to the Defendants in relation to the following Grand Court Proceedings (together, the “**Proceedings**”):
 - (a) *Avendell Investments Inc. v (1) Robertson Design Build Ltd., (2) James Robertson and (3) Susan Robertson*, including a Counterclaim Action between *(1) Robertson Design Build Ltd., (2) James Robertson and (3) Susan Robertson v (1) Avendell Investments Inc. and (2) Randolph Turpin* (Cause No.G0391 of 2008);
 - (b) *(1) Paul Myers and (2) Carolyn Myers v (1) Robertson Design Build Ltd., (2) James Robertson and (3) Susan Robertson*, including Garnishee Proceedings between *(1) Paul Myers and (2) Carolyn Myers v Susan Robertson* (Cause No. G0568 of 2008);
 - (c) *(1) Gordon Richens and (2) Dr Enoka Manawadu-Richens v (1) Robertson Design Build Ltd., (2) James Robertson, (3) Susan Robertson and (4) Avendell Investments Inc.* (Cause No. G0169 of 2009); and
 - (d) *In the matter of Robertson Design Build Ltd* (Cause No. G014 of 2010).
8. The Plaintiff carried out the work in accordance with the Defendants’ instructions and rendered to the Defendants detailed fee notes from time to time in respect of the professional services provided by the Plaintiff to the Defendants, setting out the services performed and the time spent and claiming a total sum of US\$805,056.42. The schedule at Appendix A to this Statement of Claim sets out the fee notes issued by the Plaintiff to the Defendants.

9. The Defendants, from time to time, made payments to the Plaintiff in partial satisfaction of the fee notes issued by the Plaintiff. The schedule at Appendix A to this Statement of Claim sets out the payments received by the Plaintiff from the Defendants. By 28 April 2011, the Defendants have paid the sum of US\$147,709.41.
10. Furthermore, the Defendants have on numerous occasions acknowledged their liability to pay the Plaintiff's fees, including (without prejudice to all evidence to be adduced at trial) by emails from the First Defendant dated 14 July 2011 and from the Second Defendant dated 26 July 2011.
11. In the circumstances, the Defendants have, from time to time, acknowledged the existence and validity of the debt owing to the Plaintiff pursuant to the fees notes and the Agreement.
12. However, the Defendants did not pay the outstanding amounts owing to the Plaintiff pursuant to the fee notes and the Agreement within the time required by the Agreement.
13. By a letter dated 13 October 2011 from the Plaintiff to the First and Second Defendants, the Plaintiff demanded payment of the outstanding amounts owing by the Defendants to the Plaintiffs, alternatively payment is hereby demanded.
14. The Defendants failed to pay, and as at the date of this Statement of Claim have not paid, the outstanding amounts owing to the Plaintiff pursuant to the fees notes and the Agreement
15. As at 01 November 2016, the Defendants are indebted to the Plaintiff in the amount of US\$736,210.64. The Plaintiff accordingly claims the following sums:-

Amount outstanding pursuant to the fee notes	US\$657,347.01
Interest from 22 October 2011 to 31 January 2013 at the rate of 2 and 3/8% per annum as prescribed by The Judgment Debts (Rates of	US\$ 20,873.02

Interest) Rules 2010

Interest from 1 February 2013 to the date of issue of the claim at the rate of 2 and 3/8% per annum as prescribed by The Judgment Debts (Rates of Interest) Rules 2012 US\$57,990.61

(and continuing at the daily rate of US\$ to judgment)

Total at the date of issue of the claim US\$ 736,210.64

The Plaintiff's unjust enrichment claim

16. If, contrary to paragraphs 2 to 15 above, the Plaintiff is not entitled to claim the sums it alleges are owing pursuant to a contract between the parties, the Plaintiff in the alternative claims the same sum (alternatively, such sum as the Court sees fit) under the law of unjust enrichment, for the reasons set out below.
17. Between around May 2009 to November 2011, the Plaintiff provided legal services to the Defendants at their respective requests or, if any of the Defendants did not specifically request the Plaintiff to provide legal services to him/her/it, that Defendant freely accepted those legal services or otherwise acquiesced to the provision of legal services to him/her/it by the Plaintiff.
18. The Defendants have each been enriched because the Defendants required an appropriately qualified legal practitioner to provide legal services in relation to the Proceedings and the Plaintiff provided these legal services to the Defendants and has not been paid in respect of those services.
19. It would be unjust for the Defendants to retain the enrichment because:

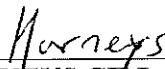
- (a) Each Defendant either requested, freely accepted or acquiesced to the provision of legal services by the Plaintiff to him/ her/ it; and/ or
- (b) The Defendants did not object to the amounts invoiced by the Plaintiff while the Plaintiff provided legal services to the Defendants, acknowledged those amounts to be owing to the Plaintiff and made part payments to the Plaintiff in respect of those amounts. If the Defendants had objected, the Plaintiff would not have continued to provide legal services to the Defendants.

20. In these circumstances, the Plaintiff is entitled to be paid by the Defendants in respect of the legal services provided to the Defendants on a *quantum meruit* basis.

AND THE PLAINTIFF claims against both of the Defendants:

- 1. The amount of US\$657,347.01.
- 2. Interest under section 34 of the Judicature Law (2013 Revision).
- 3. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$657,347.01 (and interests and costs) further proceedings will be stayed. The money must be paid to the Plaintiff.



HARNEYS GILL
Plaintiff

THIS WRIT was issued by Harney Westwood & Riegels, for the Plaintiff, whose address for service is 4th Floor, Harbour Place 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (Ref: MYK/LBG/041708.0002).

APPENDIX A

STATEMENT OF ACCOUNT

JAMES AND SUSAN ROBERTSON

FEE NOTE #	DATE	TOTAL AMOUNT (US\$)	MONIES RECEIVED (US\$)	TOTAL OUTSTANDING (US\$)
<i>Avendell (040325.0002)</i>				
1186939	30 November 2009 (covering the period 7 July to 26 November 2009)	65,786.35	29,992.50	35,793.85
1189691	31 December 2009 (covering the period 30 November to 30 December 2009)	8,423.40	8,423.40	0
1200255	31 March 2010 (covering the period 1 to 30 March 2010)	68,073.37	0	68,073.37
1200351	1 April 2010 (covering the period 2 to 27 February 2010)	7,799.73	7,094.53	705.20
1200382	7 April 2010 (covering the period 31 December 2009 to 28 January 2010)	78,288.48	0	78,288.48
1201885	30 April 2010 (covering the period 31 March to 28 April 2010)	47,061.14	0	47,061.14
1218342	2 December 2010 (covering Professional Fees of Andrew Fletcher QC)	39,379.00	28,890.62	10,488.38
SUBTOTAL:				240,410.42
<i>Myers (040325.0003)</i>				
1182162	31 August 2009 (covering the period 10 July to 27 August 2009)	44,304.75	44,304.75	0

FEE NOTE #	DATE	TOTAL AMOUNT (US\$)	MONIES RECEIVED (US\$)	TOTAL OUTSTANDING (US\$)
1185251	30 October 2009 (covering the period 4 September to 22 October 2009)	6,075.15	6,075.15	0
1186942	30 November 2009 (covering the period 4 to 27 November 2009)	11,266.55	11,266.55	0
1200256	31 March 2010 (covering the period 7 December 2009 to 30 March 2010)	28,765.18	0	28,765.18
1213625	16 September 2010 (covering the period 1 April to 31 August 2010)	10,802.14	0	10,802.14
1220339	29 December 2010 (1 September to 21 December 2010)	27,472.57	0	27,472.57
1230096	1 March 2011 (covering the period 11 January to 28 February 2011 (including unbilled time from December 2010))	10,440.88	0	10,440.88
1232170	31 March 2011 (covering the period 2 to 25 March 2011)	2,802.75	0	2,802.75
1249933	8 November 2011 (covering the period 11 May to 5 September 2011)	21,664.50	0	21,664.50
		SUBTOTAL:		101,948.02
Richens (040325.0004)				
1184947	28 October 2009 (covering the period 7 July to 27 October 2009)	51,599.95	2,376.19	49,223.76
1200257	31 March 2010 (covering the period 1 December 2009 to 24 March 2010)	11,844.78	0	11,844.78
1213628	16 September 2010 (covering the period 1 April to 24 May 2010)	9,378.23	0	9,378.23
		SUBTOTAL:		70,446.77

FEE NOTE #	DATE	TOTAL AMOUNT (US\$)	MONIES RECEIVED (US\$)	TOTAL OUTSTANDING (US\$)
<i>Bluffs Development Litigation (041708.0001)</i>				
1216648	5 November 2010 (covering the period 29 June to 30 September 2010)	20,985.28	0	20,985.28
1218223	30 November 2010 (covering the period 1 to 31 October 2010)	71,013.10	0	71,013.10
1220369	30 December 2010 (covering the period 1 November to 2 December 2010 (including unbilled time from November 2010))	152,543.42	0	152,543.42
			SUBTOTAL:	244,541.80
			TOTAL:	657,347.01

GCR

Acknowledgment of Service of Writ of Summons (O.12, r.3)

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, PO Box 495GT, George Town, Grand Cayman KY-1106, Cayman Islands.

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 of for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further set in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2016

BETWEEN:

HARNEYS GILL

PLAINTIFF

AND:

**(1) SUSAN ROBERTSON
(2) JAMES ROBERTSON
(3) ROBERTSON DESIGN BUILD LIMITED**

DEFENDANTS

**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.

SUSAN ROBERTSON

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 appropriate box)

yes no

Service of the Writ is acknowledged accordingly

(Signed).....
Attorneys-at-Law for

Please complete overleaf

Notes on address for service

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

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

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

Harney Westwood & Riegels
4th Floor, Harbour Place
103 South Church Street
P.O. Box 10240
Grand Cayman KY1-1002
Cayman Islands
(Ref: MYK/LBG/041708.0002)

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

[Empty box for Defendant's Attorney indorsement]

GCR

Acknowledgment of Service of Writ of Summons (O.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

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After completion it must be delivered or sent by post to the Law Courts, PO Box 495GT, George Town, Grand Cayman KY-1106, Cayman Islands.

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CAUSE NO. OF 2016

BETWEEN:

HARNEYS GILL

PLAINTIFF

AND:

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(2) JAMES ROBERTSON
(3) ROBERTSON DESIGN BUILD LIMITED**

DEFENDANTS

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--	--	--

4. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

JAMES ROBERTSON

5. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes no

6. 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 appropriate box)

yes no

Service of the Writ is acknowledged accordingly

(Signed).....
Attorneys-at-Law for

Please complete overleaf

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P.O. Box 10240
Grand Cayman KY1-1002
Cayman Islands
(Ref: MYK/LBG/041708.0002)

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

[Empty box for Defendant's Attorney indorsement]

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2016

BETWEEN:

HARNEYS GILL

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ROBERTSON DESIGN BUILD LIMITED

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yes no

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Grand Cayman KY1-1002
Cayman Islands
(Ref: MYK/LBG/041708.0002)

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