

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 121 OF 2017



BETWEEN:



LEBANANESE MEDIA HOLDING (LMH) LIMITED

Plaintiff

-AND-

RANDA SAAD EL-DAHER

Defendant



WRIT OF SUMMONS

TO: RANDA SAAD EL-DAHER  
OF: Villa El-Daher  
Adma, Blue Area, Street 4  
Lebanon

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 28 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 13th day July of 2017.

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 Acknowledgment of Service are given with the accompanying form.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2017

BETWEEN:

LEBANESE MEDIA HOLDING (LMH) LIMITED

Plaintiff

-AND-

RANDA SAAD EL-DAHHER

Defendant

---

GENERAL INDORSEMENT

---

The Plaintiff claims:

- I. Damages and/or compensation in equity and/or common law and/or restitution and/or declaratory relief and/or all inquiries, account of profits and injunctions and/or tracing or other relief and remedies as the Court may see fit to grant for:
  - a. the Defendant's breach of duty (including the Defendant's negligence and/or gross negligence and/or recklessness and/or willful misconduct and including the Defendant's breach of fiduciary duty) as director of the Plaintiff, including the Defendant's breach of duty relating to:
    - i. the amortisation of goodwill in the financial statements of Lebanese Broadcasting Corporation-International SAL ('LBCI') for 2010, 2011 and 2012;
    - ii. payments owed (but not paid) to the Plaintiff by LBCI pursuant to a Cooperation and Service Agreement entered into between LBCI and the Plaintiff on 30 September 2009 (the 'CSA') including pursuant to clause 6.1 of the CSA;
    - iii. the infringement of the Plaintiff's intellectual property rights by LBCI, including pursuant to clauses 4.3, 5.1, and 8.1 of the CSA and including in relation to the

websites with domain names "www.lbci.com" and "www.lbci.com" and use of "LB" registered trademarks and other intellectual property; and

iv. the entry into (or continuation of) contracts with the Defendant's family members and associates which were not in the best interests of the Plaintiff; and

b. the Defendant procuring breaches of the CSA by LB" including:

i. breaches relating to the amortisation of goodwill in respect of the financial statements of LB" for 2010, 2011 and 2012; and

ii. breaches relating to LB" failure to make payment to the Plaintiff pursuant to the CSA, including clause 6.1 of the CSA; and

iii. the Defendant's breaches of duties relating to the infringement of the Plaintiff's intellectual property rights by LB", including pursuant to clauses 4.3, 5.1 and 8.1 of the CSA and including in relation to the websites with domain names "www.lbci.com" and "www.lbci.com" and use of "LB" registered trademarks and other intellectual property; and

c. the Defendant's dishonest assistance to breaches of fiduciary duties by the directors of the Plaintiff and/or LB" including:

i. breaches relating to the amortisation of goodwill in respect of the financial statements of LB" for 2010, 2011 and 2012; and

ii. breaches relating to LB" failure to make payment to the Plaintiff pursuant to the CSA, including clause 6.1 of the CSA; and

iii. the Defendant's breaches of duties relating to the infringement of the Plaintiff's intellectual property rights by LB" including pursuant to clauses 4.3, 5.1 and 8.1 of the CSA and including in relation to the websites with domain names "www.lbci.com" and "www.lbci.com" and use of "LB" registered trademarks and other intellectual property; and


d. the Defendant's tortious acts, including passing off relating to the infringement of the Plaintiff's intellectual property rights by LB", in relation to the websites with domain names "www.lbci.com" and "www.lbci.com" and use of "LB" registered trademarks and other intellectual property.

2. Interest pursuant to section 34 of the Judicature Law (2007 Revision) on such damages as may be awarded to it at such rate and for such period as the Court thinks fit.

3. Such further or other relief as this Honourable Court thinks fit.

4. Costs.

Date: 13<sup>th</sup> day of July 2017



MOURANT OZANNES

Attorneys at Law for the Plaintiff

13 July 2017

---

THIS WRIT OF SUMMONS is issued by Mourant Ozannes, Attorneys for the Plaintiff, whose address for service is 94 Solaris Avenue, Camana Bay, PO Box 1348, Grand Cayman KY1-1108.

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 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 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 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 ..... 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 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.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

BETWEEN:

LEBANESE MEDIA HOLDING (LMH) LIMITED

Plaintiff

-AND-

RANDA SAAD EL-DAHER

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.

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

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 by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Mourant Ozannes  
Attorneys at Law  
94 Solaris Avenue  
Camana Bay  
PO Box 1348  
Grand Cayman KY1-1108  
Ref: 8031798/70741165/1

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 indorsement]