

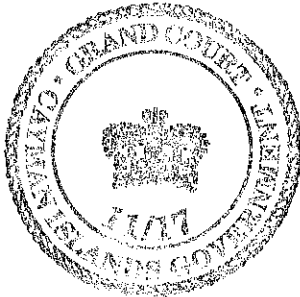
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. G 126 OF 2018

BETWEEN:

WESTTEL LIMITED T/A LOGIC

Plaintiff

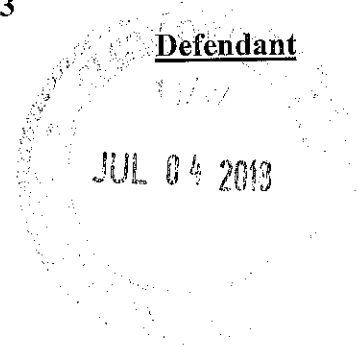


And

INFINITY BROADBAND LTD T/A C3

Defendant

WRIT OF SUMMONS



TO: Infinity Broadband Ltd, trading as C3
Ogier Global (Cayman) Limited
89 Nexus Way, Camana Bay
Grand Cayman
KY1-9009
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 in George Town, Grand Cayman, 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 4th day of July 2018

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

STATEMENT OF CLAIM

1. The Plaintiff, WestTel Limited trading as Logic (“**Logic**”) is a telecommunications company registered and trading in the Cayman Islands.
2. The Defendant, Infinity Broadband trading as C3 (“**C3**”) is also a telecommunications company registered and trading in the Cayman Islands.
3. The Fédération Internationale de Football Association (“**FIFA**”) is the copyright owner of all media rights arising from and in connection with the XX1st edition of the FIFA World Cup™ football tournament (the “**World Cup Media Rights**”).
4. FIFA granted DirectTV Latin America, LLC (“**DirectTV**”) an exclusive license to broadcast the World Cup Media Rights in the Latin American Region, which includes the Cayman Islands.
5. DirectTV granted Logic an exclusive sub-license to certain of the World Cup Media Rights in the Cayman Islands (the “**Logic FIFA World Cup Sub-License**”).
6. The relevant terms of the Logic FIFA World Cup Sub-License include, amongst others, that:
 - a. Logic has a license in respect to the following World Cup Media Rights in the Cayman Islands:
 - i. exclusive free-to-air television rights;
 - ii. exclusive cable rights;
 - iii. exclusive Internet Protocol Television transmission; and
 - iv. non-exclusive limited broadband rights solely in connection with the simulcast of their Free-to-Air channel.

together referred to as “**Logic’s Copyright Rights**”.

- b. DirectTV has not granted and will not grant any other sub-license to any other entity in the Cayman Islands in respect to any of Logic’s Copyright Rights nor any other type of media rights in respect to the XX1st edition of the FIFA World Cup™.
7. Logic is an exclusive licensee of the World Cup Media Rights in the Cayman Islands and therefore has the same rights and remedies in respect to infringement of FIFA’s copyright in the World Cup Media Rights as if the license had been an assignment of that copyright to Logic.¹
8. DirectTV provided C3 with an advisory notice in respect to Logic’s Copyright Rights, sent via e-mail to the Managing Director of C3, Randy Merren, at 11:22am on 30 April 2018 (the “**Advisory Notice**”).
9. The Advisory Notice included the following information:
 - a. Confirmation of the nature and extent of Logic’s Copyright Rights;
 - b. Instruction that no channel or entity in the Cayman Islands, other than Logic, is authorized to broadcast the XX1st edition of the FIFA World Cup™ or any other FIFA event between 2015 – 2018; and
 - c. Advice that any such broadcast would be an infringement of Logic’s Copyright Rights.
10. On 14 June 2018, C3 infringed Logic’s Copyright Rights by broadcasting the first game of the XX1st edition of the FIFA World Cup™ on one of its channels, known as CTV.
11. By e-mail sent at 10:13 from Logic to C3, Logic requested that C3 cease and desist from broadcasting future games of the XX1st edition of the FIFA World Cup™.
12. By e-mails sent from C3 to Logic at 11:00 and 11:15 on 14 June 2018, C3 impliedly accepted Logic’s Copyright Rights, indicating it would cease its infringement of those rights.

¹ Section 101 of the Copyright, Designs and Patents Act 1988, which applies in the Cayman Islands by virtue of The Copyright (Cayman Islands) Order 2015 and The Copyright (Cayman Islands) (Amendment) Order 2016.

13. On 15 June 2018, C3 continued to infringe Logic's Copyright Rights by broadcasting further games of the XX1st edition of the FIFA World Cup™ on one of its other channels, known as Fox.
14. By letter dated 16 June 2018 from Logic's attorneys to C3, Logic formally requested that C3 cease and desist future infringement of Logic's Copyright Rights.
15. As at 4 July 2018, C3 has broadcast the majority of the 57 games of the XX1st edition of the FIFA World Cup™.
16. At the time of broadcast of each individual game of the XX1st edition of the FIFA World Cup™, C3 was aware of Logic's Copyright Rights in that content and that broadcasting the game on its network was an infringement of those rights.
17. Logic suffers loss and damage as a result of C3 infringing Logic's Copyright Rights.
18. C3 gains a commercial benefit by broadcasting the XX1st edition of the FIFA World Cup™.
19. C3's infringement of Logic's Copyright Rights is flagrant and willful.
20. Logic believes C3 intends to continue to infringe Logic's Copyright by broadcasting the remainder of the XX1st edition of the FIFA World Cup™ games.

AND THE PLAINTIFF CLAIMS: -

- A. An order restraining the Defendant from further infringement of Logic's Copyright Rights;
- B. Damages;
- C. Exemplary Damages;
- D. Pre-Judgment interest on damages and exemplary damages pursuant to the Judicature Law (2007 Revision);
- E. Post-Judgment interest on damages and exemplary damages pursuant to the Judicature Law (2007 Revision);
- F. Costs;

G. Such further or other relief as the Court thinks fit.

Dated this 4th day of July 2018

A handwritten signature in black ink, appearing to read "Broadhurst", written over a horizontal line.

BROADHURST LLC

Attorneys-at-Law for the Plaintiff

This Writ and Statement of Claim are filed by Broadhurst LLC, attorneys-at-law for the Plaintiff, whose address for service is 40 Linwood Street, George Town, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. G

OF 2018

BETWEEN:

^{TTEL PD}
WESTEL LIMITED T/A LOGIC

Plaintiff

And

INFINITY BROADBAND LTD T/A C3

Defendant

ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him/her 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 in Person]

Address for service:

Please see 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 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.

BROADHURST LLC
ATTORNEYS-AT-LAW
40 LINWOOD STREET,
GEORGE TOWN,
CAYMAN ISLANDS

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

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 to the Law Courts in George Town, Grand Cayman, 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 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 installments or otherwise.

See over for notes for guidance.

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, he must complete the form 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 authorized 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.