

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: <sup>845</sup> OF 2000

BETWEEN: INTERNATIONAL TRANSACTIONS LIMITED

PLAINTIFF

AND: (1) ROBERT OOSTERWYK

FIRST DEFENDANT

(2) CAMPBELL DIRECTORS LIMITED

SECOND DEFENDANT

(3) CAMPBELL SECRETARIES LIMITED

THIRD DEFENDANT

WRIT OF SUMMONS

TO:

- (1) Robert Oosterwyk, Dakota Quay, Canal Point, West Bay Road, P.O. Box 1068, George Town, Grand Cayman, Cayman Islands.
- (2) Campbell Directors Limited, Scotia Centre, Cardinal Avenue, George Town, Grand Cayman, Cayman Islands.
- (3) Campbell Secretaries Limited, Scotia Centre, Cardinal Avenue, George Town, 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, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

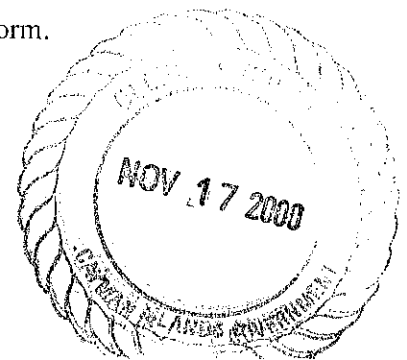
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 17<sup>th</sup> day of November, 2000.

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 Acknowledgement of Service are given with the accompanying form.



## STATEMENT OF CLAIM

1. The Plaintiff was at all material times a company duly incorporated in the Cayman Islands. From in or about July 1998, the Plaintiff's registered office was at Campbell Corporate Services, P.O. Box 268, Scotia Centre, Cardinal Avenue, George Town, Grand Cayman, Cayman Islands.
2. Prior to July 1998 the Plaintiff was registered at Cayman National Trust Company Limited ("CNT"), who also provided directors, including the First Defendant. In or about July 1998 the First Defendant left CNT and became an employee of Campbell Corporate Services Ltd., George Town, Grand Cayman. On or about that time CNT resigned as the providers of registered office and directors services and these were taken up by Campbell Corporate Services Ltd. which provided the Second and Third Defendants as director and secretary respectively of the Plaintiff.
3. The First and Second Defendants were at all material times Directors and/or former Directors of the Plaintiff. The Third Defendant was at all material times also the Company Secretary or the former Secretary of the Plaintiff.
4. During the course of the First and Second Defendants employment as Directors of the Plaintiff and the Third Defendants employment as Company Secretary, the Defendants, and specifically the First Defendant, caused various books, documents, accounts, and other records of the business activities of the Plaintiff (the "Plaintiff Company Records") to be created in the conduct of their office. Specifically, the Plaintiff conducted an active investment business including the development of real property.
5. On 4 September 2000, by way of facsimile to Mansfield Associates Ltd. (the sole shareholder of the Plaintiff), Campbell Corporate Services Ltd. notified Mansfield Associates Ltd., "that this office resigned as directors and officers of the ... Company, as at 1 September 2000".

6. On 7 September 2000, Domani & Grandon, United States attorneys acting on behalf of the Plaintiff, wrote to Bruce Campbell & Co., attorneys acting on behalf of the Defendants, and requested delivery up of the Plaintiff Company Records by 8 September 2000.
7. Further, on 7 September 2000, Mansfield Associates Ltd. wrote to the First Defendant and also requested that all records, correspondence and statements belonging to the Plaintiff be made available by 8 September 2000.
8. On 7 September 2000, Bruce Campbell & Co. wrote to Mansfield Associates Ltd. stating that before their clients were prepared to take any steps in relation to the Plaintiff's documents, they required proof of the authority of the signatory (Ms. Ausra Raube) of the facsimile dated 7 September 2000 from Mansfield Associates Ltd referred to in paragraph 7 hereof, to give instructions on behalf of Mansfield Associates Ltd.
9. On 8 September 2000, by way of facsimile from Doumani & Grandon to Bruce Campbell & Co., Mr. Grandon provided Bruce Campbell & Co. with a copy of the Register of Directors and Officers for Mansfield Associates Ltd. and explained that, Ms. Ausra Raube, the signatory to the facsimile from Mansfield Associates Ltd dated 7 September 2000, had been appointed a "Vice President" of Mansfield Associates Ltd. and had authority to act on behalf of Mansfield Associates Ltd. on that basis. The facsimile also again requested the return of the Plaintiff Company Records.
10. On 8 September 2000, by way of further facsimile, Mr. Grandon of Doumani & Grandon wrote to Bruce Campbell & Co. informing them that he was a director and chairman of Mansfield Associates Ltd. The facsimile again requested that all documents belonging to the Plaintiff including all records, correspondence and statements be made available for retrieval as soon as possible. The facsimile requested that the aforementioned documents be available for collection on 11 September 2000.

11. On 11 September 2000, Sta-Mar Enterprises, agents on behalf of the Plaintiff, twice visited the offices of Bruce Campbell & Co. to retrieve the Plaintiff Company Records but no documents were provided to them.
12. On 11 September 2000, by way of facsimile to Bruce Campbell & Co., Doumani & Grandon again demanded the return of the Plaintiff Company Records immediately.
13. On 11 September 2000, by way of facsimile to Doumani & Grandon, Bruce Campbell & Co. stated that their clients were prepared to “deliver the statutory records to the Company’s registered office” subject to first being provided with an Indemnity in terms as set out in the aforementioned facsimile. Bruce Campbell & Co. did not address the position with respect to the other documents held by the Defendants on behalf of the Plaintiff, only stating their clients’ position with respect to the “statutory records” of the Plaintiff.
14. On 12 September 2000, by way of facsimile to Bruce Campbell & Co., Doumani & Grandon on behalf of Mr. Grandon, the Plaintiff and Mansfield Associates Ltd. refused to give the Indemnity requested in Bruce Campbell & Co.’s facsimile of 11 September 2000 and demanded that the Plaintiff’s statutory records be delivered to the Plaintiff’s then proposed new registered office at Orren Merren & Co by 13 September 2000.
15. On 13 September 2000, Mr. Grandon spoke to Orren Merren & Co. and was informed that no documents had been provided by Bruce Campbell & Co.
16. On 13 September 2000, by way of facsimile to Doumani & Grandon, Bruce Campbell & Co. repeated the request for an Indemnity.
17. On 14 September 2000, by way of facsimile to the First Defendant, Doumani & Grandon repeated its request for the return of the Plaintiff Company Records including those relating to the “Sharp Capital matter”.

18. On 22 September 2000, Walkers, attorneys instructed on behalf of the Plaintiff, wrote to Bruce Campbell & Co., referred to the previous requests for the return of the Plaintiff Company Records and demanded delivery up of the Plaintiff's corporate files and statutory records by 25 September 2000.
19. On 25 September 2000, by way of facsimile to Walkers, Bruce Campbell & Co. again demanded that an Indemnity be provided by the Plaintiff prior to providing it with its statutory records.
20. On 28 September 2000, by way of facsimile to Bruce Campbell & Co., Walkers again demanded, inter alia, that the Defendants deliver up to the Plaintiff Company Records.
21. On 28 September 2000, the Defendants, through their attorneys, delivered up 'statutory records and files' belonging to the Plaintiff Company. They did not however deliver up all company documents belonging to the Plaintiff.
22. On 10 October 2000, by way of facsimile to Bruce Campbell & Co, Walkers requested that Bruce Campbell & Co, confirm whether the Defendants had handed over "all working papers" of the Plaintiff. No such confirmation has been provided.
23. On 10 October 2000, Campbell Corporate Services Ltd. delivered various share certificates being the property of the Plaintiff to Walkers, along with an undertaking to deliver further share certificates in two other companies when those were received.
24. On 12 October 2000, by way of facsimile to Walkers, Bruce Campbell & Co confirmed that "We have retained copies of transaction records in relation to the activities of the Company".
25. On 16 October 2000, by way of facsimile to Bruce Campbell & Co., Walkers requested, inter alia, that Bruce Campbell & Co "... confirm that all originals of the documents that you have retained copies of have been forwarded to us." No such confirmation has been provided. On 24

October 2000 by way of facsimile to Bruce Campbell & Co., this request was repeated by Walkers.

26. On 25 October 2000, by way of facsimile from Bruce Campbell & Co. to Walkers, Bruce Campbell & Co. stated "We confirm that we still retain original bank statements and other account documentation".
27. On 6 November 2000, by way of facsimile to Bruce Campbell & Co., Walkers again requested confirmation that all documentation owned by the Plaintiff had been provided and that if not, such documentation be provided by close of business on 7 November 2000.
28. On 7 November 2000, by way of facsimile to Walkers, Bruce Campbell & Co stated that "We are in the process of copying the additional documents and will forward them to you shortly". On 16 November 2000, Bruce Campbell & Co. stated that additional documents would be provided to Walkers on 16 November 2000 but despite that as at close of business on 16 November 2000 no further documents had been provided to the Plaintiff. As a result, no further documents have been provided to the Plaintiff.
29. At all material times the Plaintiff Company Records remained the property solely of the Plaintiff.
30. Notwithstanding the resignation as Directors and Secretary of the Plaintiff by the First to Third Defendants and the demands for delivery up, the Defendants have failed to deliver up the said Plaintiff Company Records to the Plaintiff.
31. Notwithstanding repeated requests, the Defendants, without legal and/or other right, have continually refused both oral and written requests on behalf of the Plaintiff for the delivery up of all the said Plaintiff Company Records.

32. Further, the Plaintiff says that at all material times the Defendants acted as the Plaintiff's agents and that the First and Second Defendants as at all material times the Directors and/or former Directors of the Plaintiff owe duties to the Plaintiff as fiduciaries. There are no outstanding fees due to the Defendants from the Plaintiff and the Plaintiff says that in all the circumstances and as outlined above the behaviour of the Defendants and the failure to provide the Plaintiff with the Plaintiff's documents cannot in any way be justified.

**THE PLAINTIFF'S CLAIM IS FOR:**

- (1) All those documents of the Plaintiff that are in the Defendants' possession, custody or power be delivered up to the Plaintiff and/or its lawful agents forthwith, including, without limitation:-
1. the Shochet Securities statements from February 2000 through July 2000;
  2. a document related to the Sharp Capital matter which was shown to, inter alia, Mr. Grundon and his assistant Mr. Dan Groomer, by the First Defendant in his office in or about July 2000;
  3. all statements from the Cayman National Mortgage Fund by CNT from inception through to September 2000;
  4. all bills for services rendered by or on behalf of the Defendants to the Plaintiff;
  5. the original Corporate Seal;
  6. all documents and records related to units 931 and 1012 of the Grandview Condominium Project;
  7. all documents and records relating to the Lechner Loan;
  8. all documents and records relating to the Riverra Loan;
  9. all documents and records relating to the Plaintiff's business with Talbert Financial Inc.;

10. all correspondence with Mauricio Gutierrez;

11. all correspondence with Sharp Capital Inc. and its employees including, without limitation, Mr. Wayne Brown and Mr. Keith Ghoode; and

(2) Costs on an Indemnity basis or such other basis as this Honourable Court deems appropriate.

DATED this 17<sup>th</sup> day of November 2000.

  
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**WALKERS**  
Attorneys-at-Law for the Plaintiff

THIS WRIT AND STATEMENT OF CLAIM was filed by Walkers, Attorneys-at-Law for the Plaintiff whose address for services is Walker House, P.O. Box 265, Mary Street, George Town, Grand Cayman, Cayman Islands.