

SINGH3 SHAREHOLDER ACTION UPDATE: F...

Subject: SINGH3 SHAREHOLDER ACTION UPDATE: FORECAST COSTS & OUTSTANDING ACTIONS & QUERIES

From: George Eaton-Busfield <george@g-cv.com>

Date: 16/08/2018, 02:55

To: George Eaton-Busfield <george@g-cv.com>; index arb <indexarb@hotmail.com>; Adam Voice <adam@g-cv.com>; Jason, The JET Group <jason.earl@thetjetgroup.co.uk>; Aubrey Hayward <aubrey.hayward@ransquawk.com>; Matthew Cheung <mthcheung50@hotmail.com>; anthonymwcheung <anthonymwcheung@gmail.com>; Anthony Cheung <anthonychung10@hotmail.com>; Fieldhouse <fieldhouse@ntlworld.com>; Nicola-Robin <nicolarobinbusfield@hotmail.com>; jamesv@earnestadv.com <jamesv@earnestadv.com>; Adam Linton <adam.linton@ransquawk.com>

Dear All,

As per immediately the preceding email please find below Summary Details, Forecast costs and outstanding Queries as at today's date regarding the proposal to form a Shareholder Action Group to implement a private prosecution against Mr Singh:

PLEASE NOTE THE ATTACHED AGREEMENT NEEDS UPDATING SUBJECT TO THE FINAL AGREEMENTS BETWEEN THE PARTIES AND ADDRESSES HERETO.

SUMMARY UPDATE ON KEY ACTION POINTS AND OUTSTANDING QUERIES RE: SHAREHOLDER ACTION GROUP:

- 1. ADVISORY - ALL PARTIES TO ENSURE SECURED APPROPRIATE INSURANCES AS BEST POSSIBLE IN THEIR OWN OPINION.**
- 2. PROPOSED RELATED LOGISTICS TO ACTION:**
 - a. IF MP WISHES TO ACT / MAKE DECISIONS ON HIS FATHER'S BEHALF (CP) THEN MP TO ATTAIN A POWER OF ATTORNEY FROM HIS FATHER TO ENABLE SUCH
 - i. £250 fee + VAT but required it would seem.
 - b. IF MP WISHES TO ACT / MAKE DECISIONS ON HIS FATHER'S BEHALF (CP) THEN MP TO ATTAIN A POWER OF ATTORNEY
 - c. PROPOSED PARTIES TO THE AGREEMENT = (1) CHAIRMAN (Adam Voice), (2) Cindy Busfield, (3), Chandrakant Patel / Mehul Patel by POA, (4) Matthew Cheung, (5) Anthony Cheung, (6) Aubrey Hayward.
- 3. ESTIMATED & RELATED COSTS FY:**
 - a. IF MP WISHES TO ACT / MAKE DECISIONS ON HIS FATHER'S BEHALF (CP) THEN MP TO ATTAIN A POWER OF ATTORNEY FROM HIS FATHER TO ENABLE SUCH
- 3. REMAINING QUERIES TO CLARIFY:**
 - a. There are discussions that RANsqauwk Group may be able / choose to provide the funding to this action directly or indirectly OR NOT - but only insofar as it is legally able, prudent to do so, not conflicted, and avoids any and all liability of any future costs in doing so (but acknowledging that all parties hereto are likely to be parties to the Shareholder Action Group and thus even if RANsqauwk Group does not fund may very likely be in receipt of consulting fees from the RANsqauwk Group and such income used by said parties to fund the action) - THE QUESTION IS DOES IT MATTER AND IF SO WHAT OPTIONS DOES THE SHAREHOLDER ACTION GROUP HAVE TO FUND THE CRIMINAL ACTION AGAINST SINGH AND HOW SHOULD THIS ACTION BE PAID - PRO RATA TO SHAREHOLDINGS OR UNIFORMLY SPLIT BY THE NUMBER OF PARTIES IN THE SHAREHOLDER ACTION GROUP? PLEASE CLARIFY SPECIFICALLY & IN DETAIL.
 - b. Despite previous responses it is still unclear to some of us - can parties to the agreement (assuming the following parties but acknowledging some may not wish to participate) remove other parties and in the event of conflict how are decisions made - assumedly by majority of the parties, but also assumedly notwithstanding that Mr Voice would be the Chairman and thus the identified individual to refer and direct matters to all legal advisors including solicitors and Barristers and the likely QC - Brian O'Neill? - i.e.
 - i. How are decisions made in the event of conflict between the parties to the Shareholder Action Group?
 - ii. Can, and if so how, are parties to the Shareholder Action Group removed in the unlikely event this occurred?
 - iii. Are votes regarding the above simply based on one vote per member or are votes weighted according to "effective shareholding % in RAN limited" - as may be allocated to the related Shareholder action Group.
 - iv. Is such % holdings referred to / indicated in "iii" above even relevant to the Shareholder Action Group?
 - c. It is understood that liability for the other sides costs can be requested in a criminal matter? Please confirm?
 - d. It is understood that liability for the other sides costs is highly unlikely but there is a small chance - please clarify the likely outcome if SINGH was to be successful in defending the case AND the worst case scenario in such event for SINGH's costs in such an event?
 - e. Similarly, whilst we understand it is unlikely we would be liable for the other sides costs (notwithstanding and ignoring questions above for this point) please re-clarify the following: In the event that the case is dropped post summons or later due to a request by the shareholder action group for any reason (eg this may also apply if we run out of funds and have to drop the case could there be an obligation to cover the other sides costs as in civil actions in this instance?) AND / OR is there an opportunity to pass the matter to the CPS? (noted not intended / wanted for various reasons - e.g. loss of ability to present NO EVIDENCE if Mr Singh decides to see the light and approach the Shareholder Action group with huge remorse and a charitable offer to demonstrate such?)
 - f. Lastly, noting the below historic emails, and ignoring all past paid costs relating to this matter, and to ensure transparency and costs are clearly understood by the addressees to this email and thus also the potential parties to the proposed Shareholder Action Group please can the following assumption on the estimated costs be confirmed as the ABSOLUTE TOTAL of all potential costs as may relate to this matter and to the costs that will be incurred and put at risk as liability in the likely event the Shareholder action group is duly formed and the criminal prosecution against Mr Singh initiated, implemented, acted on and pursued to absolute completion: PLEASE CONFIRM THE BELOW COSTS FORECAST AS ACCURATE (all plus VAT).

i. £250 + VAT for Mehul Patel POA for his father.	= £250
ii. £1000 + £1500 for Mr Brian O'Neill QC to refresh his memory in the case.	= £1000 to £1500
iii. £5000 in the event a hearing prior to summons issue is required	= £5000 (unlikely)
iv. Trial Preparation: <ul style="list-style-type: none">• Healdys fees £25,000 and Counsel's fees of £30,000 - £45,000 (75-100 hours)• and refreshers of £35,000 - £52,500 (for 2/3 week trial)• Healdys attendance at trial would be an extra £2500 a day (Est 10 days)	= £55,000 to £70,000 = £35,000 to £52,000 PLEASE EXPLAIN WHAT REFRESHERS ARE? = £25,000 (possible)
v. ESTIMATED TOTAL RANGE:	circa €91,000 to €153,000 (Ignores costs already paid versus details below)

Also, attach various historic emails related to this matter / summary for general information sharing together with the most recent draft of the Shareholders Action Agreement.

Will forward the above queries to legal counsel - please advise if any others you / anyone wishes to add asap.

Kind Regards
George

From: Adam Voice

Sent: 15 August 2018 21:56

To: George Eaton-Busfield <george@g-cv.com>

Subject: Final Shareholder Action Group - RESEND

From: Adam Voice <adam@g-cv.com>

Subject: Shareholder Action Group -

Date: 4 April 2018 at 18:21:44 BST

To: George Eaton-Busfield <george@g-cv.com>

Subject: Questions and answers that came out of the draft agreement and proposed action. There are more concerns but I have tried to give a brief outline of the more prevalent issues. See what you think and give brief pointers if you want more follow up in certain areas. I won't approach David with more questions until I hear back from you as I don't want to run up extra costs unnecessarily. Answers So Far:

- 1 - Funding - Shareholder action group funding, joint and several liability and proportional liability need to be addressed.**

I have not discussed this yet so no clear direction/instruction.

GB UPDATE - raised as query for clarification above.
- 2 - All Full Costings.**

Costs Summary - All numbers are plus vat.

Consolidated Affidavit and Draft Circa £23,400 plus vat - (Pages 1-3 in costs email 1 attached)

Proposed and Updated Refresher costs - Prior to issue

Brian O'Neill will need to spend time refreshing himself with case summary and info prior to court issue. = £1000-1500

Contingency Cost - Issuing = £5000 (unlikely)

In the event that a hearing is required prior to issue = £5000 (unlikely)

Pre-trial hearing (PTW) Central Criminal Court = £6000

Healdys fees of £3,000 and Counsel's fees of £3,000 = Total £6000

Trial Preparation = £55,000 to £70,000

Healdys fees £25,000 and Counsel's fees of £30,000 - £45,000 (75-100 hours) and refreshers of £35,000 - £52,500 (for 2/3 week trial), Healdys attendance at trial would be an extra £2500 a day = £25,000 potential if Healdys attend 10 day trial

Total Costs = £160,000 plus Vat - (following for 10 days of Healdys at court and the contingency cost at issuing, I have also picked the top end where ranges have been given)

David mentioned that Brian may need a journal at trial I am not sure whether this been accounted for in the costings will follow up with David.

GB UPDATE - above unclear - have sought more clarity / confirmation in above leading email - wait feedback.
- 2 - All Potential cost Liabilities for the group.**

Conclusion - unlikely that we would be liable for defendants cost but not impossible - (see attached email for fuller answer)

GB UPDATE - noted
- 2 - All Potential damages to be recouped.**

Conclusion - Possible, but unlikely especially if Ranvir pleads poverty etc as per civil. (See email clip below for fuller explanation from David)

GB UPDATE - noted but GB noted a similar could send thing for Ranvir on steps to old Bailey and realistically if the case clear he / his family in significant funds - eg. £600k that in Boston in mother's / child's name.
- 3 - Involvement roles/positions and general contract queries.**
 - i - Roles and positions TBC
 - ii - General Queries and answers so far - As per group questions and David's responses below.

2.1 The committee is formed by parties to the agreement. Can Mehul be a part of the group as his father's representative as this would speed things up practically.

As Mehul has no interest in the matter it would be best to prepare a power of attorney for Mehul to act on his father's behalf. The fee for drafting a power of attorney is £250 plus VAT.

2.2 A majority of the committee can remove any person appointed to the committee does that also include the chairman? Not clear to me. 2.7 d looks more like its unanimous.

The Chairman can be removed/replaced with the consent of 5 of the parties to the agreement (being the Majority Vote).

4. (i) Not sure of anything else to add. Any sort of settlement / quiet would be the same as discontinuing the prosecution.

We can removed 4(c).

5.1 - What does this mean in plain English? I think if one of us tells lies or omits something then we would be liable for direct losses suffered - Agree? Each signatory to this agreement (Defaulting Party) shall be personally liable for any losses suffered by any other party to this agreement caused by any actions or omissions of the Defaulting Party in breach of this agreement.

Yes, your understanding is correct. Should a party be in breach of its duty and should that breach cause the other parties a loss, then that party shall be responsible for such loss. Due to the nature of the matter, I consider a claim being made under this clause to be fairly unlikely

GB UPDATE - noted and relevant queries raised in email and queries above.

-Attachments:

Litigation Management Agreement - Clean copy as amended by TRE 31.1.18.doc

110 KB