



WITNESS STATEMENT OF CAYDION CAMPBELL

**IN THE SUPREME COURT OF JUDICATURE OF JAMAICA
IN THE COMMERCIAL DIVISION
CLAIM NO. SU 2023 CD 00036**

IN THE MATTER OF the Financial Services
Commission Act

AND

IN THE MATTER OF the Companies Act

BETWEEN	FINANCIAL SERVICES COMMISSION	CLAIMANT
AND	STOCKS & SECURITIES LIMITED (IN MEMBERS' VOLUNTARY WINDING-UP)	1ST DEFENDANT
AND	CAYDION CAMPBELL	2ND DEFENDANT

I, **CAYDION CAMPBELL**, make oath and say as follows:

1. For the purposes of this Witness Statement, my address is in care of Phoenix Restructuring, Advisory and Insolvency Services Enterprise ("PRAISE"), Suite #3, 47^E Old Hope Road, Kingston 5 in the parish of Saint Andrew. I am an Insolvency Practitioner and Licensed Trustee under the Insolvency Act ("IA").
2. I am the 2nd named Defendant in this claim and I am sued in my capacity as Trustee for the 1st Defendant. I shall refer to the 1st Defendant from time to time in this witness statement as "the company" or "SSL".
3. The reliefs sought against me in this claim as filed were aimed solely at obtaining injunctive relief against me to prevent me from acting as appointed Trustee by the 1st Defendant. There is no substantive relief claimed against me by the Claimant in the instant claim.

4. Despite my appointment as Trustee, I have been unable to have any of my costs or reasonable legal expenses met from the Estate of the 1st Defendant because the Claimant has resisted those requests. This litigation has been ongoing for a year.

Expertise

5. I am a Chartered Accountant, a Fellow of the Institute of Chartered Accountants of Jamaica (ICAJ) and a Fellow of the Association of Certified Chartered Accountants, United Kingdom. I am a member of the Turnaround Management Association (International Chapter) and the Jamaica Restructuring and Insolvency Specialist Association.
6. I am Deputy Chairman of the ICAJ Future of the Profession Committee. I led submissions on behalf of the ICAJ and PricewaterhouseCoopers (PwC) to a Joint Select Committee of Jamaica's Parliament that deliberated on the Bankruptcy and Insolvency Bills, later passing as the Insolvency Act 2014. I am also a member of the ICT Committee of the ICAJ.
7. I have been operating my own firm (PRAISE) as Principal Business Advisor and Insolvency Trustee (Licensed under the IA by the Supervisor of Insolvency) since December 2017. I have significant expertise gained from conducting both Solvent and Insolvent Liquidation/Winding-up, Bankruptcies, Proposals, Receiverships, Temporary Managements, Independent Business Reviews, Asset Quality Reviews, Forensic Investigations, Due Diligence, Optimized Exits, Corporate Reorganisation, Recoveries & Rehabilitation, Crisis Management and Turnaround Management engagements.
8. I have managed or assisted in the management of operations in a wide cross section of industry sectors including: Agriculture, Agro-Processing, Financial Services, Government, Hospitality & Leisure, Information and Communication Technology, Manufacturing and Retail & Distribution.
9. I have over 30 years' experience as an insolvency practitioner and business advisor. I spent 26 years with PwC where I conducted engagements not just in Jamaica but in approximately 10 other Caribbean territories. I am a former Senior Manager in the Deals practice of PwC Jamaica where my primary areas of focus were Crisis Management and Business Recovery Services (BRS). I served as the BRS Co-ordinator for the South Cluster of

PwC firms in the Caribbean covering the Bahamas, East Caribbean (Barbados and the Eastern Caribbean Islands) and Jamaica (with oversight for Belize).

10. In addition to Jamaica, I have conducted engagements in Anguilla, Antigua & Barbuda, Barbados, the Cayman Islands, Commonwealth of Dominica, Guyana, Montserrat, St. Kitts & Nevis, Trinidad & Tobago, and Turks & Caicos Islands.
11. I am a public commentator in areas of corporate insolvency and restructuring and have presented at several seminars in Jamaica, Barbados and Trinidad & Tobago. I have written newspaper articles and contributed to radio and television programmes.
12. I am a co-author of the Jamaica Chapter of The Americas Restructuring and Insolvency Guide 2008/2009 published by Globe White Page.
13. I hold the following certificates and completed the following courses:
 - Introductory Certificate in Insolvency Law and Practice in the Cayman Islands – Insol International & Recovery, an Insolvency Specialist Association, Cayman Islands, 2023
 - Insolvency Practitioners Qualification Course at the Norman Manley Law School, 2018
 - Certificate – Mergers, Acquisition and Privatisation -Jamaica Stock Exchange e-Campus, 2013
 - MBA, University of Manchester - Manchester Business School (UK), 2006
 - BSc (Hons) Management Studies, University of the West Indies, Mona, 1991
14. Some of my major current and recent assignments include:
 - Trustee – Sanctuary Systems Limited - Members’ Voluntary Winding-Up (November 2023 to present) – Appointment by Palmyra Properties Limited (St. Lucia)

- Trustee – Johnson & Johnson (Ja.) Limited – Members’ Voluntary Winding-Up (June 2023 to December 2023) – appointment by Johnson & Johnson Inc. USA
- Trustee – Stocks & Securities Limited – Members’ Voluntary Winding-Up (January 2023 to present)
- Bankruptcy Trustee – Benlar Foods Limited (June 2022 – present)
- Proposal Trustee – X Ceutical Limited (May 2022 – present)
- Bankruptcy Trustee – Island Ice & Beverage Company Limited (May 2022 – present)
- Bankruptcy Trustee – Greenfield Investments Limited (April 2022 – present)
- Bankruptcy Trustee – MikiAyana Company Limited (6 October 2023 to present). Previously Proposal Trustee (October 2021 – 6 October 2023)
- Trustee – Epping Oil Company Limited and Epping Retail Limited on behalf of TotalEnergies Marketing Jamaica Limited (May 2021 to January 2023)
- Bankruptcy Trustee – Mystic Mountain Limited – (February 2022 to March 2022)
- Proposal Trustee – Mystic Mountain Limited – (February 2021 to February 2022)
- Bankruptcy Trustee – Windows Limited March 2021 to present)
- Trustee - Grace Food International Limited, appointment by GraceKennedy Limited (Jan to June 2020)
- Trustee – Trelawny Estates Limited and wholly owned subsidiary Myers Rum Company (Jamaica) Limited - on behalf of Diageo North America LLC and Diageo (IH) Limited (UK) (Sept. 2020 to Dec. 2022)
- Bankruptcy Trustee – The Marketing Counselors Limited (September 2020 to present)
- Bankruptcy Trustee – TMC Mindshare Limited (September 2020 to present)
- Trustee – Diageo Jamaica Limited – Members’ Voluntary Winding-Up (March 2019 to present) – Appointed by Diageo Latin America and Caribbean LLC (United States of America) and Diageo Holdings Netherlands B.V. (Netherlands) (2019 – ongoing)

- Proposal Trustee – Global Outsourcing Solutions Limited – Business Process Outsourcing company (October 2019 to present)
- Proposal Trustee – S.N. Kraft Limited – manufacturer and distributor of craft and souvenir items (April 2019 to present)
- Bankruptcy Trustee - Tripple C Manufacturing & Commodities Distribution Limited – agro-processing entity, with core product being canned ackee (April 2018 to present)
- Bankruptcy Trustee – Colin Jackson, Principal of Tripple C Manufacturing & Commodities Distribution Limited (April 2018 to present)
- Joint Trustee – Jamaica Beverages Limited – manufacturer and distributor of non-alcoholic beverages (May 2017 to present)
- Joint Trustee – Bearings & Seals Limited – distributor and retailer for bearings, seals and associated products for machinery and motor vehicles (June 2017 to present)
- Joint Receiver-Manager of Morgan’s Harbour Limited, former owner of a boutique hotel in the historic town of Port Royal, Jamaica (September 2015 to present)

15. During my tenure at PwC I was the primary (and for many years the only) full time BRS team member and dedicated over 80 percent of my time in this area. On behalf of the firm, and as Agent of the appointment holder, I conducted various Receiverships, Temporary Management, Special Management and Liquidation (both solvent and insolvent) assignments and developed and implemented business turnaround strategies.

16. Between June 2009 and December 2012, I served as Agent for the Liquidator and Project Manager following the collapse of Olint TCI Corporation Limited, a major unregulated financial organization. This appointment was by the Supreme Court of the Turks and Caicos Islands (TCI). I was based in the TCI June 2009 to February 2010 having been seconded to the PwC firm in that territory. I was responsible for conducting the following:

- General liquidation administration including preparation of reports for the Court, Committee of Inspection and claimants

- Court applications and appearances, meetings and discussions with legal counsel and law enforcement officials
- Identification, Tracing and Pursuit of (Contingent) Assets Recoveries
- Reconstruction of pre-liquidation accounts
- Claims processing, verification and communicating with potential claimants
- General forensic investigations into the causes of failure of Olint TCI

17. The work conducted on this engagement supported investigations by the regulators and law enforcement officials in TCI and the United States of America which ultimately led to the conviction of David Smith the principal of Olint TCI in both the TCI and the USA.

18. Between April 2008 and December 2009, I served as Agent for the Co-Interim Receiver and Project Manager following the collapse of Cash Plus Limited, its affiliates and subsidiaries. This was a major unregulated financial organization. I was responsible for monitoring the day-to-day activities of the various companies in the group and overseeing the following activities in conjunction with the Co-Interim Receivers and the PwC team:

- a) Identification of subsidiaries and affiliates
- b) Identification of operating locations, domestic and international
- c) Identification of and taking custody of assets
- d) Identification of liabilities
- e) Forensic investigations

19. Between October 2014 to July 2015, I served as Technical Lead for the Asset Quality Review (AQR) of 15 national banks in the 8 territories of the Eastern Caribbean Currency Union (ECCU) with special responsibility for Antigua & Barbuda (4 banks), Anguilla (2 banks), St. Kitts and Nevis (2 banks) and Montserrat (1 bank). The objective of the AQR was to review the carrying value of loans and advances and investment securities assets on the various banks' balance sheets as at 30 September 2014 and was conducted on behalf of the Eastern Caribbean Central Bank and the World Bank.

20. Between October 2010 and January 2011, I served as the Project Manager for the conduct of Independent Business/Special Procedures Review of 3 Eastern Caribbean indigenous commercial banks based in Anguilla, Antigua & Barbuda and St. Kitts & Nevis as mandated by the Eastern Caribbean Central Bank.
21. Between January 2005 and August 2005, I was the Project Manager for a Special Management assignment of behalf of Trustee in Bankruptcy with respect to Dyoll Insurance Company Limited. Subsequently I served as Agent for the Joint-Liquidators who were appointed by creditors and confirmed by Supreme Court of Jamaica (August 2005 to September 2014). The outcome of this engagement was a distribution to claimant in the order of 85% versus the initial estimate of approximately 35%.
22. In 1998, I was part of the team engaged by the Financial Sector Adjustment Company (FINSAC), that developed the Scheme of Arrangements and Business Reorganisation of the then National Commercial Bank Jamaica Limited and NCB Group Limited.
23. Between 1995 and 1997 I was an integral member of the PwC team that was engaged by the Ministry of Finance and Planning and/or the Bank of Jamaica that conducted the following Temporary Management Engagements:
 - a. Century National Bank Limited, Century National Merchant Bank Limited and Century National Building Society (July 1996 to December 1997). The outcome was the development and implementation of a Scheme of Arrangements that led to depositors recovering their funds
 - b. Tower Merchant Bank Limited (1995 to 1996). The outcome was a capital injection by new investors, with a change of name to Capital & Credit Merchant Bank Limited ("CCMB") where I was seconded for the first four months after the takeover to facilitate the transition while the new management team was recruited. This entity is now JMMB Bank Limited
 - c. First Metropolitan Building Society (1995). The outcome was the facilitation of assumption of the portfolio by the then Jamaica National Building Society

Engagement as 1st Defendant's Trustee

24. On the morning of January 12, 2023, I was contacted by Attorney Marc Ramsay of Messrs. Ramsay and Partners, Attorneys-at-Law for the 1st Defendant (Marc). In that call, Marc asked me to assist the 1st Defendant in the restructuring and reorganization of the company. I understood that the 1st Defendant had been in the process of reorganization and restructuring and to that end, they wanted an independent person to manage this process and facilitate compliance with enhanced governance protocols that the Claimant had required of the 1st Defendant. There was some uncertainty that their current structure was the best that could obtain in the circumstances as among other things, a majority stake in the company was being sold to facilitate its revitalisation.
25. After listening to what was being sought by the company, I advised him that technically what they needed was a Trustee who would facilitate the reorganization during the course of a winding-up as permitted by the CA.
26. I was also told that a significant development had occurred wherein a former employee had indicated that she had misappropriated some clients' funds but that the matter was under review and investigation. The full impact of this event was not yet known but it would feature in my engagement.
27. I understood in that initial discussion that preliminary indications were that no proprietary assets or assets on the balance sheet of the 1st Defendant were affected. I was also told by Marc that the company's assets exceeded its liabilities and that the company was solvent. Between January 12 and 13, 2023 I received a copy of the 1st Defendant's audited financial statements as at June 2022 and the management accounts as at November 2022. I was advised that the December figures were not yet available at that time. Those figures became available subsequent to my appointment whilst the company was under temporary management.
28. Upon my examination of the management accounts for November 2022, I noted that the net assets, (shareholders' equity), that is the surplus of assets over liabilities, had improved and the company's position was

more advantageous than it had been in the June 2022 audited financial statements because of the capital injection from Spectrum Capital Partners Limited, which had by then started to take place. I however, indicated to Marc that it may be preferable to use the more conservative figures as per the audited financial statement of 30 June 2022, which was recently considered and approved by the board of directors, for the Declaration of Solvency (DOS).

29. I provided templates for the DOS and the Special Resolution to the SSL team for their finalisation and execution as appropriate. The DOS that was executed included some adjustments for the realisable value of the assets, but no adjustments were made for capital injection and/or contingent liabilities. A key consideration in the execution of the DOS would be an expectation that the company would be able to settle its liabilities or make suitable arrangements with its creditors within 12 months of the commencement of the winding up. The representations made to me were that the intention was to keep the business (as distinct from the company) intact so that it would eventually seamlessly transition either directly into Spectrum Capital Partners Limited or a newly incorporated company.
30. Another reason why the reorganisation was necessary was that the transaction with Spectrum included consideration for the transfer of certain assets owned by then parent company (majority shareholder) SSL Growth Equity Limited. These assets would be for non-financial/non-regulated entities and to be compliant with regulatory mandates there would have to be some reorganisation as would have been occurring with many financial institutions and their holding companies.
31. I agreed to assist the 1st Defendant and entered into a written agreement for services (contract of retainer) dated January 16, 2023 which detailed the Scope of Services I would be providing. Importantly, given the uncertainties surrounding SSL I had made it clear that I would have to undertake an Independent Business Review to ascertain the state of affairs of SSL and assess its viability as well as arrange for the undertaking of a forensic audit. I received no objections or reservations from any of the SSL stakeholders with whom I was discussing my proposed appointment. I know that prior to my appointment, there were discussions between the

Claimant and the 1st Defendant about the appointment of an independent person to coordinate and oversee the 1st Defendant's operations under the Claimant's enhanced governance protocols. My appointment was known to and encouraged by the Claimant up to January 16, 2023.

32. On the afternoon January 13, 2023 I was orally advised that the Claimant had issued Directions to the 1st Defendant. This was per Claimant's letter dated January 12, 2023. I was asked, in particular, by Ms. Allison Hemmings, the Chief Financial Officer of SSL if I could provide them with an outline of the "Action Plan" (Scope of Work) to facilitate the reorganisation of SSL under the enhanced governance protocols as she had had a meeting with the Claimant that morning and SSL urgently needed to provide their action plan which centred around my appointment. In the course of the evening of January 13, 2023 the Claimant reached out to the 1st Defendant as to the status of the appointment of the "receiver" whereupon Ms. Hemmings provided the "Action Plan" which was ultimately incorporated in the engagement letter of 16 January 2023.
33. I understand that the word "receiver" was used in the early discussions between the Claimant and the 1st Defendant but the correct term for the role for what I was being asked to do is "Trustee", to administer the reorganization through the winding-up procedures in the CA.
34. I believe I might have first seen a copy of the Directions letter around January 14, 2023 and I would have read them before my appointment on January 16, 2023. The Directions did not prohibit board or membership meetings under the CA and did not prevent scheme of arrangements/winding-up steps for reorganization from being taken by the 1st Defendant. In fact, those are options open to any company under the CA. They are also options that are open to an entity in need of remedial action under the FSC Act.
35. On January 16, 2023 at an extraordinary general meeting of the 1st Defendant, a special resolution was unanimously passed by its members that its affairs be reorganized and that it be placed into Members' Voluntary Winding-Up ("MVW") for the purposes of the reorganization.

36. I was appointed Trustee for the purposes of the reorganization by extraordinary general meeting held on January 16, 2023 after the preparation of the DOS on January 15, 2023.

Events of January 16, 2023 and subsequent

37. On January 16, 2023 I attended a meeting with the Claimant and representatives of the 1st Defendant where the meeting was notified of my appointment on that date as Trustee.

38. At that meeting, I clarified that the retainer was not for receivership and what my role would be. I did not make much of the terminology as I understood the role I was being asked to perform. I know from experience that most Jamaicans use the term "Receiver" as a generic reference to an insolvency practitioner and it quite common for this term to be used when persons are referring to even the following roles:

- a) Liquidator/Trustee
- b) Proposal Trustee
- c) Bankruptcy Trustee
- d) Restructuring Officer

39. At that meeting, it was indicated by the Claimant that my appointment should be gazetted. I agreed as this is a statutory obligation of which I am aware. I went the following morning to the Printing Office and had my appointment gazetted with the effective date of January 16, 2023 being the date of the special resolution. At the close of the January 16, 2023 meeting, it was agreed that I would send documents to the Claimant for further review and that we would work together with each other. It was agreed that no communications would issue from the 1st Defendant without the prior approval and discussions with the Claimant.

40. The meeting lasted approximately an hour and half. There was no change to the Action Plan that was submitted to the Claimant by the 1st Defendant on January 13, 2023. The substance of my engagement did not change.

41. Mr Everton McFarlane, then the Claimant's Executive Director was present at that meeting. He spoke and expressed an understanding that what was being done was an MVW, a company can do so and that it was not unknown as a tool. The concerns he expressed were for the public communications and for the public and the stakeholders to be clear on what was happening. The meeting was recorded and myself and my Attorneys have previously reviewed the recording which accorded with my notes. We no longer have access to the recording, but same would be in the custody and access of the temporary manager.

42. The Claimant's General Counsel Ms Donia Fuller-Barrett attended this (held virtually) and asked me her own questions about winding-up and reorganization. I had the opportunity to clarify (inter alia) the following to the meeting:

- a) I was not appointed as a receiver but rather, by way of special resolution as a trustee
- b) That this was not a wind-up pursuant to a petition before the Court
- c) That this was not a wind-up pursuant to insolvency
- d) That I am a licenced trustee under the IA
- e) That the company intends to reorganize its business which could involve some scheme of arrangements and reorganisation amongst its creditors and or members as it permitted by Sections 206 to 213 of the CA

43. In explaining the intention to reorganise the business of the 1st Defendant during winding-up the company, I answered questions as to whether the Court needed to be involved and I indicated not for an MVW. I was also asked whether the 1st Defendant could act in the way it had purported to do and whether I had a letter of retainer; I indicated in the affirmative to both. Enquiries were made as to why was I referring to reorganization when the special resolution referred to winding up; it referred to both and I indicated as such. I was asked whether the concept of "trustee" in the CA related to insolvency and I indicated that role replaces that of a "liquidator" and is not restricted to insolvency. I

answered all the questions and committed to providing further answers or supporting documentation within certain timelines.

44. I also wanted agreement on the information that would be going out to the clients/customers given the nature of the industry in which the 1st Defendant operates and that was raised at the meeting.
45. At that meeting, it was indicated that a Special Auditor was being appointed by the Claimant. I indicated my willingness to work with the proposed special auditor who was at the time identified to be Kenneth (Ken) Tomlinson.
46. In keeping with the promise to send documents to the Claimant, on the same date of the meeting, an email dated January 16, 2023 was sent by Allison Hemmings to Karene Blair at 5:52pm enclosing some of the requested documents namely:
- a) SSL Minutes of Wind up
 - b) Declaration of Solvency
 - c) Letter of Representation for SSL Growth, shareholder in SSL
47. By email dated January 17, 2023 sent by Allison Hemmings to Karene Blair additional documents were sent to the Claimant, namely:
- a) Notice of Meeting of Directors
 - b) SSL Minutes of Directors Meeting
 - c) PRAISE Engagement Letter for appointment of Trustee

Temporary Management

48. It was not indicated at the January 16, 2023 meeting that temporary management was under contemplation by the Claimant. The Claimant said they intended to appoint Ken Tomlinson as a Special Auditor. His subsequent appointment on January 17, 2023 as a temporary manager was therefore surprising to me. I know that the recommendations of a temporary manager were in alignment with the scope of services of the appointed trustee in an MVW. I remain uncertain that both appointments were necessary in light of the fact that the Trustee's appointment could always have been brought under the supervision of the Court under the CA.

49. On the afternoon of January 17, 2023, I sent an email to Karene Blair and copied other FSC team members requesting a meeting on Wednesday January 18, 2023. Included in the email was the following paragraph:

"I have been advised of the Financial Services Commission ("FSC") assumption of Temporary Management of SSL and I would like to request a meeting with the FSC and Mr. Kenneth Tomlinson, the Temporary Manager, on the governance protocols as we work cooperatively to discharge our duties to avoid unnecessary duplications."

50. On January 18, 2023 I wrote to the Claimant setting out the details of my intended approaches along with the update on activities conducted between January 16 and 17, 2023. The letter was copied to Ken Tomlinson. My letter closes with the words *"I look forward to working cooperatively with the Temporary manager and the FSC to not only investigate affairs of SSL but also to develop a Resolution Plan for the benefit of stakeholders and await being advised of the time for the meeting."*

51. I was always, open, and transparent with the Claimant and in no way attempted to circumvent the Claimant or its temporary manager.

52. On January 18, 2023 I attended a joint meeting with Ken Tomlinson in our respective capacities as Trustee and temporary manager with the 1st Defendant's staff at around 10:30am or thereabouts. At that meeting I made it clear to all present that I expected them to cooperate fully with the temporary manager and his team from Business Recovery Services Limited (BRSL) which included Greg Dennis and Eaton Parkins. I confirmed that we would be working cooperatively to discharge our responsibilities. In fact, when we first started working together, we were physically in the same conference room. I subsequently made the decision to take an available office because I was aware that the temporary manager needed his space considering the work he was doing.

53. At one point, the temporary manager acknowledged my role and affirmatively responded to my January 18, 2023 request for access to a Share Point Portal that had been established for the staff of the 1st Defendant to upload the information that they were being requested to provide.

54. On January 18, 2023, a meeting was held between the Trustee, temporary manager, and several other representatives of the Claimant. Ms Fuller-Barrett was present and she mainly led the discussions on the Claimant's side. During our discussions, the issue of my intention to formally notify all known creditors and claimants of my appointment and in particular invite them to submit their proof of claim was a major sticking point, but I anticipated that the matter would eventually be amicably resolved. I asked the meeting whether if I did not invite the creditors to submit their proofs of claim I would be provided with the claim information that was otherwise received by the FSC or the temporary manager and I was advised no.
55. The meeting ended with the understanding that we would continue to have dialogue on the matter, and I requested feedback on a press release and draft notification to the creditors which I had sent in earlier email along with my letter of January 18, 2023.
56. I also sent updated draft letter dated January 20, 2023 to all known creditors and clients of the 1st Defendant. This letter suggested an approach given the appointment of the temporary manager. No feedback was provided on this letter.
57. I penned 2 letters dated January 23, 2023 to the Claimant because it had become apparent to me that the Claimant was beginning to retreat from its stated position in the meetings of January 16, 2023 and January 18, 2023. There was need to explain the reasons why the decision had been taken to proceed with an MVW. There was also the need to discuss the unusual circumstance of a temporary manager being appointed after a Trustee was already in place. I proposed in that letter that both officers (Trustee and temporary manager) work together. I requested a meeting with the Claimant but was not afforded one.
58. In the second letter dated January 23, 2023 I repeated the request for a meeting. I indicated my reasons for saying that the subsequent appointment of the temporary manager was "redundant". In that letter I pointed to the FSC Act Third Schedule Part C section 3 which shows the scope of the statutory mandate to the Claimant (within an initial limited time frame of 60 days). All options lead inexorably to the Trustee.
59. I also want this Honourable Court to pay attention to the last part of my said letter under the caption "Spectrum Capital Partners Limited"

("Spectrum"). At the time I wrote it, I had sight of certain documents mentioned in the letter to substantiate the view that the reorganisation was both practical and reasonable. I saw potential for additional capital of approximately **USD\$2,900,000.00** to come into the 1st Defendant's estate as part of the reorganisation. I also had discussions with relevant parties. After those discussions, I felt that the options were real and continued to be available to the 1st Defendant despite its status at the time.

60. I copied this letter to Ken Tomlinson as I kept him up to date with my communications. I was not blocking him or the work of BRSL in any way or anyone for that matter.
61. I was in constant communication with Ken Tomlinson, who is my colleague and fellow licensed trustee and this continued until mid-February 2023 when it became clear that the Claimant would not consider my recommendation to end this claim and move the winding-up to being under the supervision of the Court. I have maintained that considering my role as Trustee and the statutory powers vested in me by way of the special resolution which has been gazetted, the role of the temporary manager must route back to the Trustee because my appointment pre-dates the appointment of the temporary manager and as such, assets were under my custody and control as at January 16, 2023. I indicated in my letter dated January 23, 2023 that I intended to work with the temporary manager.
62. It was discussed by me, Ken Tomlinson and Greg Dennis (also a licenced trustee and member of BRSL) whether the Claimant's position that the temporary management 'trumped' my appointment as Trustee is sustainable. I am aware that this is an issue for the Court. I have maintained that the Trustee has an independent statutory role under the CA. At the time of these discussions however, the urgent circumstances left us with no time to focus on the legal question. I formed the view that it was not necessary to resolve the legal question because a faster and transparent solution would be to transition from MVW to a Court supervised one with Ken Tomlinson as an additional trustee.
63. On January 24, 2023 I wrote an email to Ken Tomlinson inviting him to support an urgent application to the Court for the winding up to be under its supervision and for him to be added as a Joint Trustee. At that time I had no idea of the Claimant's intended Court action when I sent this email.

64. The next day being January 25, 2023, I followed this email with an urgent letter mistakenly dated “January 23, 2023” but which should have been dated January 25, 2023. I repeated my recommendation for a Court supervised winding up with me and Ken Tomlinson as Joint Trustees. I confirmed among other things, that I had only communicated with the persons named in that letter being SSL staff, the Claimant, the Companies Office, the Jamaica Printing Services, and prospective Counsel to advise me. I had not yet advertised for creditors or taken any step to alert any other parties, including the banks and financial institutions who would normally have been the first to be notified of the appointment of a Trustee.
65. I received no response to these communications. Instead, the Claimant filed its Fixed Date Claim Form and Affidavit in Support of an application for injunctive relief, which Affidavit committed serious instances of material non-disclosure. The Claimant presented an ex parte application which was fundamentally misleading and suggestive of a set of circumstances that was untrue. Based on that and the grant of this Honourable Court’s Orders, I have been unable to perform any duties as required under my contract and by law.

Role as Trustee

66. After being appointed I attempted to have discussions with the Claimant to settle the form of all intended communications including to the banks, financial institutions, and other entities with which the 1st Defendant would normally interface. I made myself available for these discussions. Save for simply acknowledging my emails and correspondence, after January 19, 2023 the Claimant did not communicate with me.
67. Given the appointment of the temporary manager, I did not issue certain notifications and communications which would have been customary in a MVW. I had presented draft correspondence to the Claimant for feedback to include press release(s) and a letter to all known creditors and claimants of the 1st Defendant. I did not have the courtesy of feedback.
68. The Claimant did not wish me to invite persons to submit their proofs of claim and was unwilling to share pertinent information with me that would assist in ascertaining the estimated liabilities of the 1st

Defendant. To date I have been prevented from gathering information that would be applicable to the claims processing exercise.

69. Since my appointment as Trustee, I have not been permitted to notify any banks or financial institutions of my appointment, to take custody of any funds held in the name of the 1st Defendant either in its own right or on behalf of its clients. I have not been permitted to perform my duties as Trustee under the CA, which duties include:

- a. Within 21 days after appointment publish notice in the gazette and one daily newspaper as well as notify the Registrar of the appointment (s.299(1))
- b. Ascertain the state of affairs of the company as of the date of winding up and proving and ranking creditors (s.309)
- c. Present petition for the winding-up to continue under the Supervision of the Court (ss.222(2), 304 and 305)
- d. Ensuring that all documents and correspondence issued by the company indicates that it is being wound up (s.327)
- e. In accordance with ss. 241 and 297 as may be necessary to:
 - a) bring or defend any action or other legal proceeding in the name and on behalf of the company
 - b) carry on the business of the company, so far as may be necessary for the beneficial winding up thereof (also s.275)
 - c) to appoint an attorney-at-law or other agent to assist me in the performance of my duties
 - d) pay any classes of creditors in full
 - e) to make any compromise or arrangement with creditors or persons claiming to be creditors, or having or alleging themselves to have any claim, present or future, certain or contingent, ascertained or sounding only in damages against the company, or whereby the company may be rendered liable (also s.206)
 - f) compromise all calls and liabilities to calls, debts, and liabilities capable of resulting in debts, and all claims, present or future, certain or contingent, ascertained or sounding only in damages, subsisting or supposed to subsist between the company and a contributory, or alleged contributory, or other debtor or person apprehending liability to the company, and all questions in any way

relating to or affecting the assets or the winding up of the company, on such terms as may be agreed, and take any security for the discharge of any such debt, liability or claim, and give a complete discharge in respect thereof

70. On February 1, 2023 I wrote to the Claimant complaining about “*selective disclosure of information/documents*” to this Honourable Court. I objected to the categorization of my appointment as reactive to the temporary management. This letter and its attachments were copied to the Minister of Finance and the Public Service by letter dated February 1, 2023 wherein I also requested his intervention to amicably resolve this unfortunate and unnecessary litigation. I also raised several important issues and clarified amongst other things some fundamental misunderstandings as to my role, scope of service, the winding-up process, and some relevant terms in these types of proceedings. I also shared an example of a liquidation I was involved wherein our activities concurrently facilitated the necessary claims processing, investigation, forensic auditing, assets tracing and recovery as well as evidence that facilitated the conviction of the perpetrator of the fraud in 2 countries. Finally, I reiterated a recommendation for the MVW to transition to a Court supervised winding-up and requested an urgent meeting. I did not receive a response to this letter.
71. One critical detail for a Trustee to establish is whether the entity is in fact, still solvent. The Trustee needs to continue the task of the independent business review to determine the estimated realizable value of the assets and importantly, the quantum of claims on balance sheet, off balance sheet and contingent. The 1st Defendant’s records alone cannot be used to substantiate that. A claims processing exercise must be undertaken. This process invites persons to come forward and prove their claims so that the quantum of the liabilities can be either agreed or reconciled. If the claims are not to be verified, then they would have to be accepted which would mean that some ‘blanket indemnity’ is needed to ensure that all claims will be honoured or that there will be a bail-out if there is any shortfall.
72. As Trustee I have been prevented from independently assessing the state of affairs of SSL and ascertain its status as of January 16, 2023, which is explicitly part of my statutory duty and form my own opinion on this matter.

73. Information available to me, particularly the Statement of Financial Position as at December 31, 2022 (before the appointment of the temporary manager) shows shareholders' equity of **JMD\$317,895,505**. The unaudited Statement of Financial Position as at December 31, 2022 along with the comparative figures from the audited Statement of Financial Position as at June 30, 2022 showed shareholders' equity of **JMD\$155,385,274**. It should be noted that the DOS was based on the audited financial statements as a June 30, 2022 which was issued on January 10, 2023.
74. I would wish to draw this Honourable Court's attention to an item on the Statement of Financial Position as of December 31, 2022, namely "Advances on shares" for which the amount is **JMD\$309,412,183**. This arose out of a Share Subscription Agreement between the existing shareholders of SSL and Spectrum Capital Partners Limited ("Spectrum") which was executed in October 2022. Importantly, these were not merely intentions of the shareholders of SSL and Spectrum, they were executed agreements, which the FSC was or ought to have been aware of. The arrangement was intended to bolster the capital of SSL and address its liquidity and cashflow position.
75. Under the agreement, Spectrum would be injecting **USD\$4,000,000.00** (approximately **JMD\$600,000,000.00**) into the 1st Defendant by way of subscription to new shares that would give it a controlling interest in the company. As at the date of my appointment, SSL had already received approximately **USD\$1,100,000.00** (approximately **JMD\$170,000,000.00**) and their then Attorneys-at-Law, Ramsay Partners, were holding **USD\$900,000.00** (approximately **JMD\$140,000,000.00**) in escrow. The remaining **USD\$2,000,000.00** (approximately **JMD\$310,000,000.00**) of the consideration was payable by the end of March 2023.
76. Given this agreement, I deemed it appropriate to explore what appropriate modifications could be made to facilitate the reorganisation of the business of SSL that would accommodate a "due from contributory" of **USD\$2,900,000.00** rather than potentially increasing the liabilities of SSL with a **USD\$1,100,000.00** repayable to Spectrum. Discussions were held with the relevant parties up to January 24, 2023 and there was general agreement on moving forward with the reorganisation of the business of SSL with Spectrum have a controlling interest.

77. I would wish to point out that up to the point of the initiation of the claim on January 25, 2023 based on my discussions with the principals of Spectrum their Attorneys-at-Law and advisors, they had every intention of participating in the reorganization of SSL via the members voluntarily winding-up. This would facilitate Spectrum acquiring the majority stake in the SSL business. What was paramount to them was the acquisition of a significant portfolio and book of business, even with expected fallout, that would give a foothold in the sector.
78. There would have been option via a Scheme of Arrangement. The Spectrum stake could have increased if it was determined that 1st Defendant had more liabilities than originally stated.
79. I had maintained that despite the positing of the Claimant in these proceedings, reorganization of the business of SSL en bloc as a going concern was possible and preferred to the piece meal winding up of the company. This on the premise that a book of business and a license to operate in the financial services industry would create a value more than estimated realisable value of the individual components on the balance sheet of the 1st Defendant. To illustrate this point, the transaction with Spectrum would have ascribed and **equity** value to the 1st Defendant of approximately **US\$6,800,000.00** (approximately \$1Billion) given that the 59% stake that was being acquired by Spectrum was valued at **USD\$4,000,000.00**. This in the context of the 1st Defendant historical under-performance which was known to the acquirer.
80. I became aware of the subsequent collapse of the deal with Spectrum in a newspaper article of Sunday, February 19, 2023 as by then an injunction against was in place and I had ceased discussions with them.

Comments on the Expert Report of Mr. Brian Hacket

81. An Expert Witness has issued an Expert Report making his assessment primarily relying on information provided by the Temporary Manager. There is no indication from his report that he for instance reviewed the Spectrum transaction agreements, wherein SSL would have ultimately initially become a 59% subsidiary of Spectrum which was part of the initiatives to revitalise SSL. There is no indication that the circumstances that led to its collapse, which based on my knowledge occurred after the initiation of Claim No. SUCD202300036 were reviewed, but there is a reference to *“in essence the purported capital Injection was reversed.”*

82. I note from the Expert Report of Mr. Brian Hackett that *“approximately \$138m was subsequently refunded in January 2023 and the balance and \$171m was reclassified as Debt Payables - Investors Injection on the 31 January 2023 financials. In essence the purported capital injection was reversed.”* Based on the information available to me this would have occurred after the initiation of the instant claim on January 25, 2023 and would not have been the position as at January 16, 2023. As mentioned before, I was in contact with the Spectrum team up to January 24, 2023 and did not become aware of the collapse of the deal until February 19, 2023.
83. Based on my own discussions with the Spectrum team and their advisors and legal counsel as at January 24, 2023 they had intended to participate in the reorganization of the SSL business for which they were in the process of acquiring a majority stake and would have been the lead investors going forward.
84. The information available to me indicated that the FSC was made aware of investment by Spectrum and their approval was being sought as is customary for a regulated entity. I have no indication whether it was given to the Expert but based on the information that I had; this was a genuine capital injection to acquire the SSL business.
85. As would have been indicated by the Expert Report, as at December 31, 2023 the management accounts of the 1st Defendant reflected net assets of approximately **\$317,000,000.00**. Subsequent to this, the transaction with Spectrum collapsed and this contributed to management account as at January 31, 2023 reflecting a negative net asset (equity) of **JMD\$24,000,000.00**.
86. The reversal in solvency between December 31, 2022 and January 31, 2023 was not a result of a deterioration in the performance of the 1st Defendant but stemmed from the collapse of the transaction with Spectrum. To the best of my knowledge this would have occurred after January 24, 2023. This outcome clearly could not have factored in the director’s consideration, especially considering that there were no directors by that time. This resulted in the refund of deposits and the reclassification of equity to a liability.
87. I had indicated in my earlier Affidavit before the Court that my preferred option would have been to explore a modified agreement with

Spectrum which would have seen an additional **USD\$2,900,000.00** come into the estate of the 1st Defendant rather than the liabilities increasing.

88. The other main factor that Mr. Hackett would have considered is the restatement of the accounts as at January 31, 2023 as a contingent liability to Welljen Limited of approximately **USD\$6,100,000.00**. Whether or not the directors ought to have been aware of this and factored it into their decision is something I cannot speak to. I cannot speak to the state of knowledge of the directors as of 16 January 2023, but this would have only come to my attention and knowledge after 16 January 2023, particularly after the claim was filed on 8 February 2023 with SSL being the 2nd Defendant in that case.
89. The major adjustment to the Proforma Balance Sheet as at January 31, 2023 by the Expert related to the alleged loss of client funds related to Welljen Limited. Whilst I cannot speak for what the directors knew with respect to Welljen Limited up to January 16, 2023, upon my review following my appointment, the information in the books of the company had only shown an amount due to Welljen Limited of approximately **USD\$12,000.00**. I expect that the directors, most of whom who would be classified as independent non-executive directors would have relied on the management accounts and the audited accounts over the years. They may have needed more time to make a thorough assessment but in the circumstances, they seemed to have been faced with an urgent need to get an independent person in place to oversee the process and comply with the Claimant's requirements.
90. For my part I only became aware of the quantum of the claim from Welljen Limited based on the filing in the Court in February 2023 which followed a letter to the Claimant dated January 18, 2023 from Messrs Frater, Ennis & Gordon the Attorneys-at-Law for "*Ambassador Usain Bolt and the Company through which he placed sums in Stocks and Securities Limited*". I understand the reference company in the letter to be Welljen Limited.

91. The restatement of a Proforma Balance Sheet based on the events that occurred after a former Balance Sheet presented cannot invalidate it. This is because if you take that approach you would have to void and restart many procedures. That would prevent a matter ever progressing. It is no different from a Trustee issuing a Preliminary Estimated Final Outcome (EFO), based on available information and the Statement of Affairs executed by the directors.
92. I note that the Export Report noted 2 other claims, for which no provision or contingent liability has been estimated. The 1st Defendant has denied those claims. It is entirely probable that a similar defence may be put forward with respect to the Welljen claim and the outcome of this pending litigation is unknown. Among the key workstreams I had discussed with Ken Tomlinson and indicated in my correspondence with the Claimant was the need to have a thorough legal review of the various types of agreements the 1st Defendant had with its clients and get an opinion on what if any liability or obligations the company may have to the various classes of investors. It is possible that while there are “victims” with contingent claims, there could be “beneficiaries” of the fraud, some unknowingly, who are included in the expected list of claimants based on company’s records.
93. In my experience, it is possible that for instance Assets Under Management now standing to the credit of some investors whose subsequent claim when submitted may be significantly less than what the books are showing. It would not be improbable that funds and assets have been moved around in the off -balance sheet portfolio of SSL such that there are other investors who have been credited with assets that rightly belong to Welljen and others. The forensic report and tracing the movement of funds would be critical to this determination and may result in the need to restate several clients’ statements as is being done with the ProForma Balance Sheet. I am guided by the professional scepticism principle where we “trust but verify” and ultimately the opening Statement of Affairs (Balance Sheet) of a company at the commence of a winding-up (solvent or insolvent) is not confirmed until the end of the winding-up phase when the Trustee gives his final report.

I, **CAYDION CAMPBELL** hereby certify that the content of this Witness Statement is true to the best of my knowledge, information and belief.

Dated the 23rd day of January 2024



CAYDION CAMPBELL

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