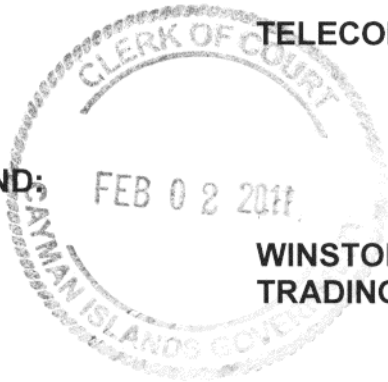


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No.: G 35 of 2011

BETWEEN:

TELECOM SOLUTIONS LIMITED
PLAINTIFF
AND: WINSTON GEORGE THOMAS TRADING AS GLOBAL
TRADING ELECTRONICS & HOUSEHOLD
DEFENDANT



WRIT OF SUMMONS

TO: Winston George Thomas Trading as Global Trading Electronics & Household, Block 14D, Parcel 406, 12 Pasadora Place, Smith Road, 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 495, George Town, Grand Cayman, KY1-1106, 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: 2 February 2011.

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.

STATEMENT OF CLAIM

1. At all material times the parties carried on business in the Cayman Islands.
2. On 4 March 2009, the Plaintiff and the Defendant entered into an agreement in which the Plaintiff agreed to sell Digicel phones and recharge cards to the Defendant and the Defendant agreed to buy such items from the Plaintiff.

Particulars

- 2.1 Digicel Phone Card Distribution/Dealer Agreement dated 4 March 2009 (the "2009 Agreement").
3. The Plaintiff will rely on the 2009 Agreement for its full meaning and effect at trial of this cause.

4. Pursuant to the 2009 Agreement, the Plaintiff sold and delivered to the Defendant items it requested from the Plaintiff for resale during the period from 15 July 2009 up to and including 12 December 2009.
5. The Plaintiff invoiced the Defendant for items purchased by the Defendant as follows:

Sub-para	Invoice Number	Date	Amount – CI\$
5.1	Payment received	20 November 2008	42.00
5.2	74243	15 July 2009	285.00
5.3	74263	16 July 2009	955.00
5.4	74295	17 July 2009	618.00
5.5	74518	27 July 2009	137.00
5.6	74552	28 July 2009	475.00
5.7	74571	29 July 2009	285.00
5.8	74620	31 July 2009	285.00
5.9	74639	31 July 2009	285.00
5.10	74710	3 August 2009	285.00
5.11	74719	3 August 2009	285.00
5.12	74770	5 August 2009	285.00
5.13	74790	5 August 2009	285.00
5.14	74837	7 August 2009	285.00
5.15	74853	8 August 2009	285.00
5.16	74891	10 August 2009	475.00
5.17	74912	11 August 2009	285.00
5.18	74938	12 August 2009	63.00
5.19	75700	11 September 2009	936.00
5.20	75704	11 September 2009	642.00
5.21	75752	14 September 2009	285.00
5.22	75771	15 September 2009	184.00
5.23	75883	19 September 2009	269.00
5.24	75901	21 September 2009	1,900.00
5.25	75994	25 September 2009	950.00
5.26	76058	28 September 2009	1,425.00
5.27	76167	1 October 2009	1,425.00
5.28	76237	3 October 2009	1,425.00
5.29	76314	7 October 2009	950.00
5.30	76355	9 October 2009	760.00
5.31	76405	10 October 2009	760.00

5.32	76429	12 October 2009	760.00
5.33	76490	14 October 2009	1,900.00
5.34	76594	19 October 2009	950.00
5.35	76651	21 October 2009	950.00
5.36	76869	30 October 2009	1,900.00
5.37	76873	30 October 2009	363.00
5.38	77016	4 November 2009	570.00
5.39	77073	5 November 2009	570.00
5.40	77277	13 November 2009	40.00
5.41	77316	14 November 2009	950.00
5.42	77410	19 November 2009	665.00
5.43	77541	24 November 2009	40.00
5.44	78038	12 December 2009	118.75
5.45	Total Invoiced:		CI\$27,342.00

6. In breach of the 2009 Agreement, the Defendant has either refused, or neglected to pay to the Plaintiff the outstanding sum of CI\$27,342.00 since the final invoice became due and payable on 17 December 2009, despite requests to do so.

Particulars

- 6.1 Letter of Demand from Thorp Alberga to the Defendant dated 17 January 2011.
7. Further, the Plaintiff claims interest at the statutory rate of 5% pursuant to the Schedule to the *Judgment Debts (Rates of Interest) Rules* 2008 and the *Judicature Law* (2007 Revision) and the *Grand Court Rules* (1995 Revision). Interest is claimed as follows:


- 7.1 Damages Claimed: CI\$27,342.00
- 7.2 Statutory Interest rate: 5%
- 7.3 5% of CI\$27,342.00: CI\$1,367.00
- 7.4 CI\$1,367.00 ÷ 365: CI\$3.75 per day
- 7.5 Days outstanding up to
2 February 2011: 402

- 7.6 402 x CI\$3.75: CI\$1,507.50
7.7 Interest claimed: CI\$1,507.50
7.8 and continuing at CI\$3.75 per day until paid.

AND the Plaintiff claims:

1. Damages in the amount of **CI\$27,342.00**.
2. Interest in the sum of CI\$1,507.50 and continuing at the rate of C\$3.75 per day until paid as pleaded at paragraph 7 of this Statement of Claim.
3. Costs
4. Such further and/or other relief as may be just.

DATED: 2 February 2011



Thorp Alberga
Attorneys-at-Law for the Plaintiff

If, within the limited for returning the Acknowledgment of Service the Defendant pays the amount claimed to the Plaintiff or its Attorneys further proceedings will be stayed.

TO: THE CLERK OF THE COURT

AND TO: WINSTON GEORGE THOMAS TRADING AS GLOBAL TRADING
ELECTRONICS & HOUSEHOLD, Block 14D, Parcel 406, 12

Pasadora Place, Smith Road, George Town, Grand Cayman,
Cayman Islands.

This **WRIT OF SUMMONS** and **STATEMENT OF CLAIM** was issued by Thorp Alberga, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is Harbour Place, P.O. Box 472, Grand Cayman KY1-1106 (Ref: CMD/E0358-001).

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No.: G of 2011

BETWEEN:

TELECOM SOLUTIONS LIMITED

PLAINTIFF

AND:

WINSTON GEORGE THOMAS TRADING AS GLOBAL
TRADING ELECTRONICS & HOUSEHOLD

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.

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 complete overleaf

Notes on address for service

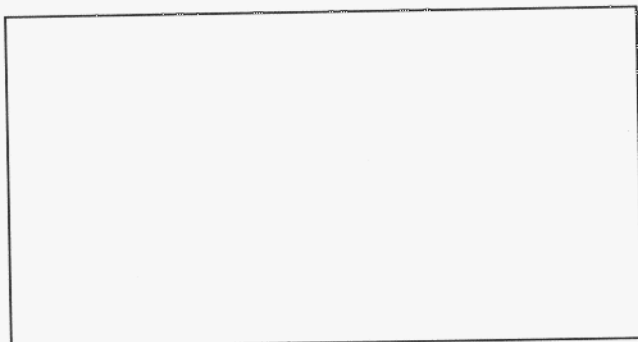
Attorney: Where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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.

<p>Thorp Alberga Attorneys-at-Law P.O. Box 472 Grand Cayman, KY1-1106 Cayman Islands Attorney: Christopher McDuff Phone: (345) 949-0699 Facsimile: (345) 949-8171 Email: cmcduff@thorpalberga.com Ref: CMD/E0358-001.</p>
--

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

A large, empty rectangular box with a thin black border, intended for the indorsement of the defendant's attorney or the defendant themselves. The box is currently blank.

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 495, Grand Cayman, KY1-1106.

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, 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.