



## STATEMENT OF CLAIM

1. The plaintiff, of 8270 Greensboro Drive, Suite 500, McLean, Virginia, United States of America, is a retail and commercial banking corporation incorporated, and carrying on business, in the state of Virginia in the United States of America (the "Plaintiff").
2. At all material times the defendants were John H. Rocca and Barbara K. Rocca who reside in Leesburg, Virginia, USA (the "Defendants").
3. On or about 31 May 2008 the Defendants, jointly and severally, entered into a term note (as amended from time to time) whereby the Plaintiff agreed, *inter alia*, to make certain loans to the Defendants and the Defendants agreed to repay the loans together with interest (the "Personal Loan Agreement").
4. On or about 18 November 2011 the Defendants were indebted to the Plaintiff in the amount of US\$435,821.35 pursuant to the terms of the Personal Loan Agreement.
5. On or about 18 November 2011 judgment was entered for the Plaintiff by the Circuit Court for Loudoun County, Virginia, U.S.A. (the "Virginia Court") against the Defendants, jointly and severally, for US\$435,821.35, together with interest thereon at 6% per annum from the date of judgment until payment, and Court fees of US\$354.00.
6. On or about 31 May 2005 the Plaintiff and Native American Industries, Inc., a Virginia corporation of 7134 Line Waver Road, Building 2410-C Vint Hill, Virginia, USA ("NAI") entered into a term note (as amended from time to time) whereby the Plaintiff agreed, *inter alia*, to make certain loans to NAI and NAI agreed to repay those loans together with interest (the "NAI Note").
7. By written guarantee dated 31 May 2005 the Defendants jointly and severally guaranteed, *inter alia*, all of the payment obligations of NAI to the Plaintiff pursuant to the NAI Note (the "NAI Guarantee").
8. On or about 18 November 2011 NAI was indebted to the Plaintiff in the amount of US\$2,465,399.11 pursuant to the NAI Note.

9. On or about 18 November 2011, and pursuant to the terms of the NAI Guarantee, judgment was entered for the Plaintiff by the Virginia Court against the Defendants, jointly and severally, in the amount of US\$2,465,399.11, together with interest thereon at the rate of 6% per annum from the date of judgment until payment, and Court fees of US\$354.00.
10. On or about 31 May 2005 the Plaintiff and the Brothers Signal Company, a Virginia corporation of 39550 Lime Kiln Road, Leesburg, Virginia, USA ("BSC") entered into a term note and a revolving credit facility note pursuant to which the Plaintiff agreed, *inter alia*, to make certain loans to BSC and BSC agreed to repay those loans together with interest (the "BSC Notes").
11. By written contract of guarantee dated 31 May 2005 the Defendants jointly and severally guaranteed, *inter alia*, all of the payment obligations of BSC pursuant to the BSC Notes (the "BSC Guarantee").
12. As at 18 November 2011 BSC was indebted to the Plaintiff in the amount of US\$2,352,462.62 pursuant to the BSC Notes.
13. On or about 18 November 2011, and pursuant to the terms of the BSC Guarantee, judgment was entered for the Plaintiff by the Virginia Court against the Defendants, jointly and severally, in the amount of US\$2,352,462.62, together with interest thereon at the rate of 6% per annum from the date of judgment until payment, and Court fees of US\$354.00.
14. Demand has been made by the Plaintiff on the Defendants for the amounts due and owing pursuant to the judgments particularised in paragraphs 5, 9 and 13 above (together the "Virginia Judgments"), however, the Defendants have refused and/or neglected to pay the amounts due and owing.
15. The Virginia Judgments are final and conclusive judgments and the Defendants were, and remain, subject to the jurisdiction of the Virginia Court.

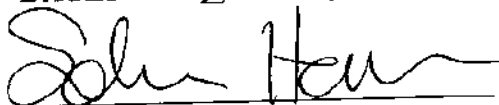
16. The Virginia Judgments were not obtained by the Plaintiff either in breach of natural justice nor are they contrary to Cayman Islands public policy.
17. The Plaintiff seeks to enforce the Virginia Judgments in the Cayman Islands as it believes that the Defendants have assets in the Cayman Islands.

Wherefore the Plaintiff prays:-

1. Judgment against the Defendants, jointly and severally, in the amount of US\$5,253,683.08 being the sums due pursuant to the Virginia Judgments;
2. Interest pursuant to the Virginia Court Judgments at the rate of 6% per annum in the amount of US\$28,499.43 from 18 November 2011 until the date of filing of the proceedings and continuing until date of payment at the rate of US\$863.62 per day, or alternatively, interest pursuant to s. 34 of the Judicature Law, or alternatively interest at such rates and for such period as the Court thinks fit;
3. Costs

If, within the time for returning the Acknowledgement of Service, the Defendants pay the total amount claimed of US\$5,253,683.08, plus interest of US\$28,499.43 and fixed costs of US\$6,707.26 (being US\$609.76 in legal fees and US\$6097.50 in Court fees) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorneys.

DATED the 21<sup>st</sup> day of December 2011



**SOLOMON HARRIS**  
**ATTORNEYS-AT-LAW FOR THE**  
**PLAINTIFF**

**THIS WRIT** was **ISSUED** by **SOLOMON HARRIS** of 3<sup>rd</sup> Floor, First Caribbean House, P.O. Box 1990, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

***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 495G, George Town, Grand Cayman.

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 instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

### 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.



**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.

**SOLOMON HARRIS**  
Attorneys-at-law  
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Cayman Islands  
  
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Email: [sdawson@solomonharris.com](mailto:sdawson@solomonharris.com)

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