

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 4 OF 2012

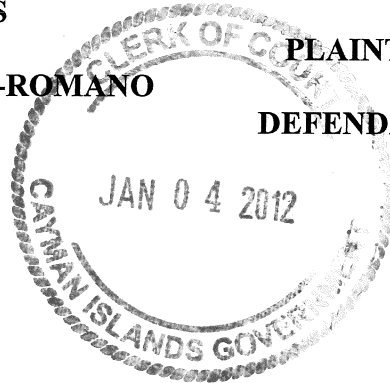
B E T W E E N (1) **CINDY SCOTLAND**
DEBORAH EBANKS

A N D **STEPHANIE NICOLETTA-ROMANO**

PLAINTIFFS

DEFENDANTS

To: Stephanie Nicoletta-Romano
Of: Address currently unknown



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs of (1) 134 Discover Drive, Lower Valley, Grand Cayman and (2) 69 Up the Hill Road, West Bay, Grand Cayman in respect of the claim set out in the next pages.

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, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement within the time stated, or if you return the Acknowledgement, 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 4th day of January 2012

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 of Acknowledgment for Service are given with accompanying form.

BETWEEN: (1) CINDY SCOTLAND
(2) DEBORAH EBANKS

PLAINTIFFS

AND: STEPHANIE NICOLETTA-ROMANO

DEFENDANTS

ACKNOWLEDGEMENT 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 –

STEPHANIE NICOLETTA-ROMANO

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 N/A

Service of the Writ of Summons is acknowledged accordingly.

(Signed)

..... [Attorneys for the Defendant]

Address for service: (*see 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 principal office.

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

Campbells
Attorneys-at-Law
P.O. Box 885
4th Floor Scotia Centre
George Town
Grand Cayman KY1-1103

Ref: STM/KAH/sm/new | 3841-19164

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

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, 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

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 his 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2012

B E T W E E N : (1) **CINDY SCOTLAND**
(2) **DEBORAH EBANKS**

PLAINTIFFS

A N D : **STEPHANIE NICOLETTA-ROMANO**

DEFENDANTS

STATEMENT OF CLAIM

1. By a series of agreements in writing, the Plaintiffs agreed to and did lend the Defendant the following sums:

Date of Agreement	Amount of Loan		Date of maturity
	CIS	US\$	
18 th July 2008	5,000.00		31 st August 2008
31 st July 2008		27,485.88	31 st August 2008
30 th September 2008	5,880.00		31 st October 2008
16 th October 2008	5,252.00		30 th November 2008
17 th November 2008		25,261.88	31 st December 2008
<u>Totals</u>	<u>16,132.00</u>	<u>52,747.76</u>	

Copies of the agreements are appended to this pleading marked Appendix 1

2. Wrongfully, and in breach of the agreements, the Defendant has not repaid to the Plaintiffs any of the amounts set out above, either at maturity or subsequently, and is justly and truly indebted to the Plaintiffs in the said sums.
3. Further, each of the agreements stipulated that interest was to run on the principal sums at Cayman Islands Prime rate, calculated in accordance with Appendix 2, in

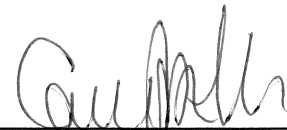
the sums of CI\$1,778.12 and US\$5,775.32 to 4th January 2012 and continuing at the daily rates of CI\$1.44 and US\$4.70 until judgment or sooner payment.

4. Further or alternatively, the Plaintiffs seek and are entitled to interest pursuant to section 34 of the Judicature Law (2007 Revision) at such rate from such date and on such amounts as this honourable court thinks just.

AND THE PLAINTIFFS CLAIM:

- (1) CI\$16,132.00 and US\$52,747.76.
- (2) Contractual interest in the sums of CI\$1,778.12 and US\$5,775.32 and continuing at the daily rate of CI\$1.44 and US\$4.70 until judgment or sooner payment.
- (3) Further or alternatively, interest pursuant to section 34 of the Judicature Law (2007 Revision) to be assessed.
- (4) Costs
- (5) Such further or other relief as this honourable Court thinks appropriate.

Dated: 4th January 2012
Filed: 4th January 2012



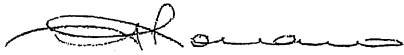
CAMPBELLS
Attorneys for the Plaintiffs

APPENDIX 1

I, **Stephanie Nicoletta-Romano** do hereby acknowledge receipt of Five Thousand Cayman Islands Dollars (KYD\$5,000.00) being a loan to me from Deborah I. Ebanks and Cindy H. Scotland to be repaid on or before August 31, 2008 with interest being due and payable at the current Cayman Islands Prime Rate.

These funds may become part of an investment by the said Deborah I. Ebanks and Cindy H. Scotland into the business trading as Partyland Ltd. whereupon all parties will agree on the amount to be invested.

Signed this 18th July, 2008

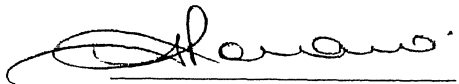


Stephanie Nicoletta-Romano

I, **Stephanie Nicoletta-Romano** do hereby acknowledge receipt of Twenty-Seven Thousand, Four Hundred and Eighty-Five and 88/100 United States Dollars (USD\$27485.88), in form of a draft payable to Hallmark Card Inc. plus draft charges, being a loan to me from Deborah I. Ebanks and Cindy H. Scotland to be repaid on or before August 31, 2008 with interest being due and payable at the current Cayman Islands Prime Rate.

These funds may become part of an investment by the said Deborah I. Ebanks and Cindy H. Scotland into the business trading as Partyland Ltd. whereupon all parties will agree on the amount to be invested.

Signed this 31st July, 2008

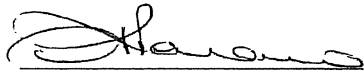


Stephanie Nicoletta-Romano

I, **Stephanie Nicoletta-Romano** do hereby acknowledge receipt of Five Thousand Eight Hundred and Eighty Cayman Islands Dollars (KYD\$5,880.00) being a loan to me from Deborah I. Ebanks and Cindy H. Scotland to be repaid on or before October 31, 2008 with interest being due and payable at the current Cayman Islands Prime Rate.

These funds may become part of an investment by the said Deborah I. Ebanks and Cindy H. Scotland into the business trading as Partyland Ltd. whereupon all parties will agree on the amount to be invested.

Signed this 30th September, 2008

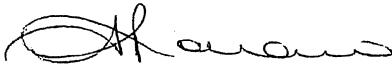


Stephanie Nicoletta-Romano

I, **Stephanie Nicoletta-Romano** do hereby acknowledge receipt of Five Thousand Two Hundred and Fifty Two Cayman Islands Dollars (KYD\$5,252.00) being a loan to me from Deborah I. Ebanks and Cindy H. Scotland to be repaid on or before November 30, 2008 with interest being due and payable at the current Cayman Islands Prime Rate.

These funds may become part of an investment by the said Deborah I. Ebanks and Cindy H. Scotland into the business trading as Partyland Ltd. whereupon all parties will agree on the amount to be invested.

Signed this 16th October, 2008


A handwritten signature in cursive script, appearing to read 'Stephanie Nicoletta-Romano', written in black ink.

Stephanie Nicoletta-Romano

I, **Stephanie Nicoletta-Romano** do hereby acknowledge receipt of Twenty-Five Thousand, Two Hundred and Sixty-One and 88/100 United States Dollars (USD\$25,261.88), representing various charges to the credit card of Deborah Ebanks for Halloween Stock, being a loan to me from Deborah I. Ebanks and Cindy H. Scotland to be repaid on or before December 31, 2008 with interest being due and payable at the current Cayman Islands Prime Rate.

These funds may become part of an investment by the said Deborah I. Ebanks and Cindy H. Scotland into the business trading as Partyland Ltd. whereupon all parties will agree on the amount to be invested.

Signed this 17th November, 2008


Stephanie Nicoletta-Romano

APPENDIX 2

Cl\$	US\$	Rate	from	To	no. days	Total Cl\$	Total US\$
	5,000.00	5%	18 July 2008	29 September 2008	73	50.00	
	10,880.00	5%	30 September 2008	09 October 2008	9	13.41	
	10,880.00	4.50%	10 October 2008	15 October 2008	5	6.71	
	16,132.00	4.50%	16 October 2008	29 October 2008	13	25.86	
	16,132.00	4.00%	30 October 2008	17 December 2008	48	84.86	
	16,132.00	3.25%	18 December 2008	04 January 2012	1112	1,597.29	
	27,485.88	5%	31 July 2008	09 October 2008	70		263.56
	27,485.88	4.50%	10 October 2008	29 October 2008	19		64.38
	27,485.88	4.00%	30 October 2008	16 November 2008	17		51.21
	52,747.76	4.00%	17 November 2008	17 December 2008	30		173.42
	52,747.76	3.25%	18 December 2008	04 January 2012	1112		5,222.75
						1,778.12	5,775.32
						1.44	4.70

Daily rate