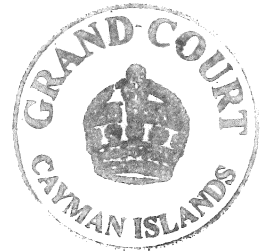


IN THE GRAND COURT OF THE CAYMAN ISLANDS
GEORGE TOWN



CIVIL DIVISION

CAUSE NO. 5 of 2012

BETWEEN BROOKS & BROOKS (A Firm) PLAINTIFF
AND STEPHANIE ROMANO T/A PARTYLAND
AND: STEPHANIE ROMANO AKA
 STEPHANIE NICOLETTA DEFENDANTS

WRIT OF SUMMONS

To: Ms Stephanie Romano T/A
 Partyland
 c/o Partyland
 Bodden Place, George Town

AND TO: Ms Stephanie Romano aka
 Ms Stephanie Nicoletta
 George Town, Grand Cayman



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 Courts Office, P O Box 495 G, George Town, Grand Cayman, the accompanying Acknowledgement 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 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 day of January, 2012

NOTE: This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by Order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

- 1 The Plaintiff is a firm which employs Attorneys At Law who practise law in the Cayman Islands.
- 2 The Defendant was, at the material time a resident of the Cayman Islands and at the material time was a client of the Plaintiff.
- 3 In or about 2008 the Defendant requested legal representation by the Plaintiff and the Plaintiff agreed to that representation, in matters relating inter alia to the equitable ownership of her home, the care, custody and control of her children and the business "Partyland" which she had previously operated with her common law partner, Mr Randy Whittaker, which business was located at Bodden Place in George Town, from which location the business continues to be operated.
- 4 It was an expressed term of the agreement that the Defendant would pay the Plaintiff for its services in her representation.
- 5 As a result of the legal services provided by the Plaintiff, inter alia she was granted sole custody, care and control of her children, and the business, Partyland, was awarded to the Defendant in the proceedings styled Cause No. 92 of 2008.
- 6 The Defendant later also requested that the Plaintiff represent her in certain criminal proceedings related to and arising from the civil proceedings, which the Plaintiff agreed to do on the same terms and conditions.
- 7 Having carried out the work agreed to by the Defendant, in accordance with the said verbal agreement, the Plaintiff on or about 21st September, 2010 presented an invoice to the Defendant representing its continuing representation of her for an amount of CI\$48,503.50, covering the period 2009 – 21st September, 2010.
- 8 Although the Defendant made some payments on the outstanding account to a total amount of CI\$ 6,050.00 she has refused and/or neglected to make any further payments since in or about 12th August, 2011 at which time a payment of CI\$500.00 was made.
- 9 The payments made were pursuant to a verbal agreement made in or about February, 2011 between the parties, whereby the Defendant would pay a sum of CI\$1,000.00 per month on the outstanding balance and, in consideration of these monthly payments, it was agreed that the Plaintiff would not place a lien over the assets of the business, Partyland, in order to facilitate the Defendant obtaining sale for the business at which time she agreed to by pay off the total amount of the debt outstanding to the Plaintiff as at the date of such sale, allowance being made for all monthly payments made prior to the sale.

- 10 It was also an expressed condition of the monthly payments that interest would be charged on the reducing balance at a rate of 10% per annum commencing on 22nd October, 2010.
- 11 In breach of the said verbal Agreement although the Defendant made some payment, these payments ceased in or about 12th August, 2011.
- 12 The Plaintiff has now learnt that the Defendant has sold the business Partyland and that she has possibly disbursed the proceeds of the sale, without paying off the debt outstanding to the Plaintiff, in breach of the said verbal agreement.
- 13 The Plaintiff has also now learnt that the Defendant may no longer be residing in the Cayman islands.
- 14 As a result of the said breaches the Plaintiff has suffered loss in that it has not been paid the funds outstanding to it.


WHEREFORE THE PLAINTIFF CLAIMS:

(a) Principal Amount outstanding (with interest accrued to 4th January, 2012)
CI\$47,571.19.

(b) Interest pursuant to the verbal and written agreement of 10% per annum which is accruing at CI\$11.64 per day until the date of payment.

© Legal fees and costs.

Dated this 4th day of January, 2012


Brooks & Brooks
Attorneys for the Plaintiff

This Writ of Summons and Statement of Claim was issued by Brooks & Brooks for the Plaintiff whose address for service is Two Artillery Court, Shedden Road, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 2012

CIVIL DIVISION

BETWEEN: BROOKS & BROOKS (A FIRM) PLAINTIFF

AND: STEPHANIE ROMANO T/A
PARTYLAND

STEPHANIE ROMANO AKA
STEPHANIE NICOLETTA 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.

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

**Brooks & Brooks
Attorneys At Law
P O Box 1355
GRAND CAYMAN KY 1 - 1108**

(Two, Artillery Court, Shedden Road, George Town, Grand Cayman)

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