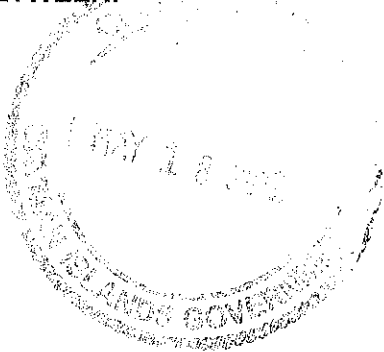


IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. ²⁵² OF 2012

BETWEEN:



OGIER (A Firm)

-and-

(1) SPENCER MERREN

-and-

(2) RUTH MERREN



Plaintiff

Defendants

WRIT OF SUMMONS

TO: SPENCER MERREN, P.O. Box 30429, Grand Cayman, KY1-1202, CAYMAN ISLANDS, (ciobis42@hotmail.com);

AND TO: RUTH MERREN, 11275 Raystown Road, Huntingdon, PA 16652, USA (auntruthz@gmail.com)

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9007, Cayman Islands, 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, PO Box 495 GT, George Town, Grand Cayman, 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 this ____ day of _____, 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 (or, if leave is required to effect service out of the jurisdiction, 6 months), beginning with the above date unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

The Plaintiff

1. The Plaintiff is a partnership operating as a firm of attorneys-at-law practising in the Cayman Islands, with offices situated at 89 Nexus Way, Camana Bay, Grand Cayman KY1-9007, Cayman Islands, and formerly at Queensgate House, P.O. Box 1234, Grand Cayman KY1-1108.

The First and Second Defendants

2. The First Defendant (Mr Spencer Merren) is resident in the Cayman Islands and works as a real estate agent at Cayman Real Estate, P.O.Box 30112, Grand Cayman, KY1-1201. His personal correspondence address is P.O. Box 30429, Grand Cayman KY1-1202.
3. The Second Defendant (Mrs Ruth Merren) is the wife of Mr Merren and now resides in the USA, with address 11275 Raystown Road, Huntington, PA 16652, USA,

together, referred to as (the "**Defendants**").

The Contract

4. By an agreement in writing contained in and evidenced by an engagement letter dated 29 September 2008, made between the Plaintiff and the Defendants (the "**Contract**"), the Plaintiff was retained by the Defendants to assist in relation to proceedings commenced against them by Mr Philip Pace in the Grand Court of the Cayman Islands under Cause No. 434 of 2008 (the "**Proceedings**").
5. The Contract, to which the Plaintiff will refer as may be necessary for its full terms, meaning and effect, provided, *inter alia*, as follows:
 - "4 *Basis of our charges*
 - 4.1 *In general terms, our charges are based on time spent by our lawyers. ...*
 - 4.2 *The billing rates vary according to the experience of the individuals involved. The hourly rates of our staff are reviewed annually (and may be adjusted) as at February 1st of each year.*

...
 - 5.4 *Timing of billing and payment*

Invoices are usually rendered in arrears and generally include all charges and out-of-pocket expenses incurred up the date in the bill. Generally an invoice is raised monthly. Unless otherwise agreed with us, payment is due on delivery of our invoice.
 - 5.6 *Where we are instructed by more than one client responsibility for our fees shall be joint and several unless agreed otherwise with us."*

6. The Plaintiff provided the Defendants with legal services in respect of the Proceedings in accordance with the Contract.
7. The Plaintiff's legal services were charged on a time spent basis in accordance with clause 4.1 of the Contract. The Plaintiff delivered by email and/or by post the following invoices for which payment by the Defendants has not been made:

Invoice	Dated	Amt O/S (US\$)
31010801	18.02.10	2,446.00
31011801	31.03.10	8,968.17
31012505	29.04.10	11,071.52
31013348	15.06.10	24,649.40
31014074	16.07.10	2,887.20
31015711	30.09.10	13,952.99
31016032	28.10.10	4,047.87
31016687	30.11.10	3,362.50
31017703	26.01.11	550.00
31020351	25.05.11	4,585.38
Amount Outstanding		76,521.03

8. In accordance with clause 5.4 of the Contract, the invoices became due for payment upon delivery.
9. The total amount of the outstanding invoices listed in paragraph 7 above is US\$76,521.03.
10. In breach of the Contract, the First and Second Defendants have failed to make payment to the Plaintiff of the outstanding sum of US\$76,521.03.
11. In the premises, the First and Second Defendants are indebted to the Plaintiff in the sum of US\$76,521.03.
12. The Plaintiff claims interest pursuant to Section 34(1) of the Judicature Law (2007 Revision) at the prescribed rate of 5% per annum from 18 February 2010 until 31 October 2010, being US\$1,198.13 and 2.375% from 1 November 2010 until the date of issue, being US\$2,741.20 and in total, amounting to US\$3,939.33. A calculation of interest at the prescribed rates is set out in the Schedule attached hereto.


Relief

AND the Plaintiff claims:

1. The sum of US\$76,521.03 as a debt due and owing; or alternatively
2. Damages in the amount of US\$76,521.03 for breach of contract;
3. Interest pursuant to Section 34(1) of the Judicature Law (2007 Revision) at the prescribed rate, being:
 - (a) To the date hereof, the sum of US\$3,939.32;
 - (b) From the date hereof, the daily rate of 0.0065%;
4. Alternatively, interest as aforesaid for such periods and at such rate as the Court sees fit;
5. Costs.

If within the time for returning the Acknowledgment of Service form, the First and Second Defendants pay the total amount claimed of US\$80,460.35 and KYD\$200 paid as the fee on the issue hereof and US\$500 towards costs, further proceedings will be stayed. The money must be paid to the Plaintiff.

DATED the 18th day of May 2012



Ogier (A Firm)
The Plaintiff

To: The Clerk of the Court
And to: Mr Spencer Merren
And to: Mrs Ruth Merren

This Writ and Statement of Claim was issued by Ogier, Attorneys for the Plaintiff, whose address for service is: 89 Nexus Way, Camana Bay, Grand Cayman KY1-9007, Cayman Islands (Reference: LIT/RDL//OGP420759.00002)

SCHEDULE - PARTICULARS OF INTEREST

Invoice Number	Issue date:	Delivery date:	Amount outstanding	Interest @ 5% rate applicable until 31 October 2010	Interest @ 2.375% rate valid as of 17 May 2012	Payments made:	Total Debt with interest
31010801	18 February 2010	18 February 2010	2,446.00	85.44	89.92	-	2,621.37
31011801	31 March 2010	01 April 2010	8,968.17	262.90	329.70	-	9,560.78
31012505	29 April 2010	30 April 2010	11,071.52	280.58	407.03	-	11,759.13
31013348	15 June 2010	16 June 2010	24,649.40	465.97	906.20	-	26,021.58
31014074	16 July 2010	19 July 2010	2,887.20	42.32	106.14	-	3,035.66
31015711	30 September 2010	01 October 2010	13,952.99	59.25	512.96	-	14,525.21
31016032	28 October 2010	28 October 2010	4,047.87	1.66	148.81	-	4,198.35
31016687	30 November 2010	01 December 2010	3,362.50	-	116.84	-	3,479.34
31017703	26 January 2011	27 January 2011	550.00	-	17.07	-	567.07
31020351	25 May 2011	27 May 2011	4,585.38	-	106.52	-	4,691.90
		TOTALS:	76,521.03	1,198.12	2,741.20	-	80,460.35