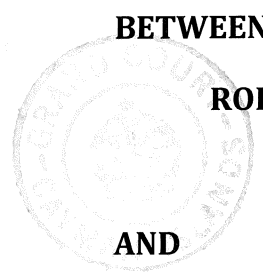


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. *G00001* OF 2012³



BETWEEN

ROBERT BLACKMAN

PLAINTIFF

AND

CAYMAN NATIONAL CORPORATION LTD.

DEFENDANT



WRIT OF SUMMONS

TO: CAYMAN NATIONAL CORPORATION LTD.
200 Elgin Avenue, 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 Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledge of Service stating therein whether you intend to contest these proceedings.

If you fail to supply the claim or to return the 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 day of 2012.

NOTE - This Writ may be served later 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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

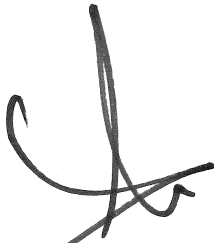
1. The Plaintiff was at all material times an employee of the Defendant company.
2. Prior to his employment to the Defendant company, the Plaintiff was employed to the Bank of N.T. Butterfield & Son Limited in Bermuda as an IT Auditor in the Group of Internal Audit Department receiving a remuneration package of USD\$111,000.00 per annum.
3. The Defendant is and was at all material times a limited liability company carrying on the business of bankers that offer financial services to local and international customers and at the material time desirous of hiring the Plaintiff.
4. As part of its normal Human Resources recruiting programme the Defendant would hire foreign nationals to work in the Defendant company and indeed has several foreign nationals working in a permanent capacity with the Defendant Company.
5. At all material times it was the Defendant Company who approached the Plaintiff and persuaded him to take the job offer.
6. The Plaintiff was desirous of working with the Defendant Company but not being a Caymanian citizen was concerned about his immigration status and his ability to work with the Defendant Company as a permanent staff for an extended number of years, this concern was made known to the Defendant.
7. By email dated 9 November 2011 the Defendant in order to induce the Plaintiff to accept the job offer represented to the Plaintiff that "they will write to the immigration for the restriction to be lifted" and that "current legislation is underway to move the 7 year restriction".
8. Acting on the faith of the representation and induced thereby, the Plaintiff by Agreement in writing dated 8 December 2011 accepted the employment offer.
9. On reliance on the representations to his detriment resigned from his job and relocated himself to the Cayman Islands to take up what he believed was a permanent position with the Defendant.

10. By letter dated 12 March 2012 Plaintiff was confirmed as a Permanent Staff of the Defendant company which lead the Plaintiff to believe that the Defendant would have made the relevant representations to the Immigration Office in accordance with their promise and in order to give effect to the permanent employment status of the Plaintiff.
11. By letter dated 14 May 2012 two month after being appointed as Permanent Staff member the Plaintiff was advised that his employment will cease on 22 August 2012.
12. In fact the advice given by the Defendant was false or fraudulent, in that the representation was either made (1) knowingly, or (2) without belief in its truth, or (3) recklessly, careless whether it be true or false.
 - a. Contrary to the representations by the Defendant no legislation was passed that removed any seven year restriction.
 - b. Contrary to the representations made the Defendant failed to write to the Immigration office to have the immigration restriction lifted.
13. The Defendant in failing to take the actions promised or any other available step to secure the status of the Plaintiff the Plaintiff suffered loss and damages:
 - a. Cost of recruitment - **CIS10,500.00**
 - b. Cost of purchasing car - **CIS4,700.00**
 - c. Cost of renting car - **CIS1,100.00**
 - d. Cost of having to resell furniture - **CIS2,000.00**
14. The Defendant company was made fully aware of that the Plaintiff was interested in a permanent job and not a twelve months assignment and would not have otherwise resigned from his job and relocated his family.
15. The Plaintiff had a reasonable expectation to believe that the advice and information given was true and honest, and that a reasonable level of care and skill would be taken.

16. At all material time the Defendant was aware of the Plaintiff's inexperience of Cayman Immigration matters at the time and further knew and expected him to rely on the representations made by the Defendant company.

AND THE PLAINTIFF CLAIMS

- a. Special Damages in the sum of **CI\$18,300.00** .
- b. Damages for misrepresentation at common law
- c. In the alternative to the claim for damages for fraud statutory Damages for misrepresentation in accordance with Section 14(1) of the Contracts law.
- d. Costs
- e. Interest at such rate on such amount as this court deems fit.



H. Phillip. Ebanks
Attorney-at-Law

This Writ of Summons was filed by H. Phillip Ebanks, Attorney at Law for the Plaintiff, whose address for service is whose address for service is A4 Queen's Court, West Bay Road, Grand Cayman, KY1-1202, Cayman Islands.

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgement of Service should be completed by an Attorney on behalf of the Defendant or by Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 not endorsed 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 Acknowledgement, 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 overleaf for notes for guidance

Notes of Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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 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 form 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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney 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. The Defendant acting in person may obtain help in completing the form at the Court Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2012

BETWEEN

ROBERT BLACKMAN

PLAINTIFF

AND

CAYMAN NATIONAL CORPORATION LTD.

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

1. State the full name of the Defendant's by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings.

_____ **Yes**

_____ **No**

3. If the claim against the Defendant is for a debt or liquidation 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.

_____ **Yes**

_____ **No**

Service of the Writ is acknowledged accordingly.

(Signed).....
Attorney for

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.

Hanson P. Ebanks Attorney-at-Law A4 Queen's Court, West Bay Road Grand Cayman, KY1-1202, Cayman Islands

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

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