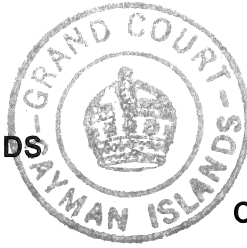


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 60011 OF 2013

BETWEEN:

MAPLES AND CALDER
(a firm)

Plaintiff

AND

BARNEY'S INC. d/b/a BARNEYS NEW YORK
(a company incorporated in New York)



Defendant

WRIT OF SUMMONS

TO: Barney' Inc. of 575 Fifth Avenue, New York, New York, 10021 USA

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 28 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, George Town, Grand Cayman, KY1-1106, Cayman Islands, 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 15th day of January 2013.

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 for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

- 1 The Plaintiff ("**Maples and Calder**") are and were at all material times a firm of attorneys-at-law carrying on business in the Cayman Islands at Uglan House, South Church Street, George Town, Grand Cayman.
- 2 The Defendant ("**Barney's**") is and at all material times a company incorporated under the laws of New York.
- 3 By an engagement letter and terms of engagement dated 30 May 2011 (the "**Terms of Engagement**"), Barney's agreed with Maples and Calder that Maples and Calder would provide legal services to it in relation to its copyright and trademark infringement action against Cayman Couture Ltd t/a Barneys Grand Cayman.
- 4 Pursuant to the Terms of Engagement, Barney's sought, and Maples and Calder provided, the said services.
- 5 It was an express term of the Terms of Engagement that, by instructing Maples and Calder, Barney's would, "... *irrevocably agree to submit to the exclusive jurisdiction of the courts of the Cayman Islands in respect of any claim or matter arising under or in connection with these terms of the advice that [Maples and Calder] give.*"
- 6 It was a further express term of the Terms of Engagement that Maples and Calder's invoices would be due and payable by Barney's upon receipt:
- "[Maples and Calder] will send [Barney's] periodic statements for services rendered and/or fees on account and for costs incurred on your behalf, and you agree to pay on receipt any balance due... All bills are due in full forthwith upon receipt and will be specified in US dollars unless otherwise agreed in writing."*

- 7 On or about 6 June 2011 Maples and Calder sent to Barney's an invoice dated 6 June 2011 in the amount of US\$15,721.52 ("**June Invoice**"). On or about 20 July 2011 Maples and Calder received US\$15,721.52 from Barney's in payment of the June Invoice.
- 8 On or about 15 August 2011 Maples and Calder sent to Barney's an invoice dated 11 August 2011 in the amount of US\$129,765.32 ("**August Invoice**"). On or about 30 September 2011 Maples and Calder sent to Barney's an invoice dated 27 September 2011 in the amount of US\$57,520.89 ("**September Invoice**").
- 9 Under cover of letter dated 8 November 2011 Barney's sent to Maples and Calder a banker's draft in the amount of US\$85,000.
- 10 In the premises, the balance outstanding in respect of the August and September Invoices was US\$102,286.21 (the "**Outstanding Sum**").
- 11 On or about 22 February, 3 July and 10 August 2012, Colin McKie, a partner of Maples and Calder, sent emails to Marc H. Perlowitz, Executive Vice President, General Counsel and Human Resources, of Barney's demanding that Barney's pay the Outstanding Sum. On 24 December 2012 Maples and Calder wrote a letter addressed to Mr Perlowitz repeating their demand that Barney's pay the Outstanding Sum.
- 12 As at the date hereof Barney's have failed and neglected to pay the Outstanding Sum or any part thereof.
- 13 Maples and Calder are further entitled to claim and do claim interest pursuant to section 34 of the Judicature Law (2007 Revision) (as amended) on the Outstanding Sum at the rate payable on judgment debts current at the date of issue of the Writ herein from the date of the issue of the Writ herein until judgment or sooner payment.

And the Plaintiff Claims

- (1) Payment of the said Outstanding Sum of US\$102,286.21.
- (2) Interest on the Outstanding Sum pursuant to section 34 of the Judicature Law (2007 Revision) (as amended) at the rate of US\$6.66 per day until payment or such other amount and for such period as the Court may think fit.

(3) Costs.

(4) Such further or alternative relief as the Court sees fit.

If, within the time for returning the Acknowledgment of Service, Barney's pays the total amount claimed of US\$102,286.21, plus costs of US\$1,729.62 plus interest in the amount claimed pursuant to paragraph (2) above, further proceedings will be stayed. The money must be paid to Maples and Calder.

DATED this 15th day of January 2013.



Maples and Calder

THIS WRIT OF SUMMONS was issued by Maples and Calder, whose address for service is PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands. (Ref: CDM/BWB/678634-000001/25291248)

**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, PO Box 495G, George Town, Grand Cayman, KY1-1106, Cayman Islands.

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 Plaintiffs 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 overleaf 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2012

BETWEEN:

MAPLES AND CALDER
(a firm)

Plaintiff

AND

BARNEY'S INC. d/b/a BARNEYS NEW YORK
(a company incorporated in New York)

Defendant

ACKNOWLEDGMENT 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

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.

Maples and Calder
Ugland House
PO Box 309
Grand Cayman KY1-1104
Cayman Islands
Ref:
CDM/BWB/678634-000001/25291248

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