

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO.

150

OF 2013

BETWEEN:

ROCHESTER LTD

PLAINTIFF

AND:

1. PATRICIA GLASGOW
2. BODDEN CORPORATE SERVICES LTD
3. BCSL DIRECTORS LTD
4. BCSL SECRETARIES LTD



DEFENDANTS

WRIT OF SUMMONS

TO:

1. PATRICIA GLASGOW of 222 Batabano Road, West Bay, Grand Cayman, Cayman Islands
2. BODDEN CORPORATE SERVICES LTD of 802 Grand Pavilion Commercial Centre, West Bay Road, Grand Cayman, Cayman Islands
3. BCSL DIRECTORS LTD of Bodden Corporate Services Ltd, 802 Grand Pavilion Commercial Centre, West Bay Road, Grand Cayman, Cayman Islands
4. BCSL SECRETARIES LTD of Bodden Corporate Services Ltd, 802 Grand Pavilion Commercial Centre, West Bay Road, Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff, Maricorp Services Ltd, PO Box 2075, Grand Cayman, KY1-1105, Cayman Islands, in respect of the claim set out on the next page.

Within [14] days after 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, George Town, Grand Cayman, KY1-1106, Cayman Islands 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 Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein any 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 10th day of May 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 that date of original issuance unless renewed by order of the Court

IMPORTANT

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

GENERAL INDORSEMENT

The Plaintiff's claim is for compensation and damages for, loss and damage sustained by the Plaintiff by reason of the theft, breach of fiduciary duty, breach of trust, dishonest dealing, dishonest receipt and/or negligence of the Defendants in circumstances whereby US\$ 439,300.00 belonging to the Plaintiff was misappropriated between September 2008 and August 2011.

THE PLAINTIFF CLAIMS:-

(A) Against the First Defendant:

1. US\$ 439,300.00
2. Damages and/or compensation for theft.
3. Damages for and/or compensation for fraud.
4. Damages and/or compensation for dishonest receipt.
5. Damages and/or compensation for dishonest dealing.
6. Damages and/or compensation for breach of trust.
7. Damages and/or compensation for breach of fiduciary duty.
8. Declarations that (i) the payments made to the First Defendant of US\$ 439,300.00 between September 2008 and August 2011, from the Plaintiff's account, misappropriated, were made in breach of trust and/or breach of fiduciary duty and (ii) that such sums are subject to a trust in favour of the Plaintiff.
9. A declaration that the First Defendant has been unjustly enriched at the expense of the Plaintiff and an order that she restore the Plaintiff the value of the sums received.
10. A declaration that the Plaintiff is entitled to trace its property (in law and/or in equity) into the hands of the First Defendant and orders that the First Defendant do account for such property and do repay and/or make restitution of such property to the Plaintiff.
11. An order disgorging any profits of the First Defendants wrongdoing in favour of the Plaintiff.
12. An inquiry as to what sum will restore to the Plaintiff's assets to the value they would have had if the said breaches of trust and breaches of fiduciary duty had not been committed.

13. An order that the First Defendant do restore to the Plaintiff the sum found on the taking of the said inquiry.
14. All other necessary accounts inquiries and directions.
15. Such further or other relief as the Honourable Court deems just.
16. Interest pursuant to section 34 of the Judicature Law (2007 Revision) or alternatively pursuant to the equitable jurisdiction of the court.
17. Costs.

(B) Against the Second, Third and Fourth Defendants:

1. US\$ 439,300.00
2. Damages and/or compensation for theft.
3. Damages for and/or compensation for fraud.
4. Damages and/or compensation for dishonest receipt.
5. Damages and/or compensation for dishonest dealing.
6. Damages and/or compensation for breach of trust.
7. Damages and/or compensation for breach of fiduciary duty.
8. Damages for negligence.
9. Declarations that the Second, Third and Fourth Defendants and/or their employees', servants or agents acted in a way that was contrary to normally acceptable standards of honest conduct, and was conscious of and/or deliberately turned a blind eye to the payments to the First Defendant in breach of trust and/or breach of fiduciary duty;
10. Declarations that (i) the payments made to the First Defendant of US\$ 439,300.00 in her capacity as an employee of the First, Second and/or Fourth Defendant, between September 2008 and August 2011, from the Plaintiff's account were misappropriated, were made in breach of trust and/or breach of fiduciary duty and (ii) that such sums are subject to a trust in favour of the Plaintiff.
11. An order disgorging any profits of the Second, Third and Fourth Defendants wrongdoing in favour of the Plaintiff.
12. An inquiry as to what sum will restore to the Plaintiff's assets to the value they would have had if the said breaches of trust and breaches of fiduciary duty had not been committed.

13. An order that the First Defendant do restore to the Plaintiff the sum found on the taking of the said inquiry.
14. All other necessary accounts inquiries and directions.
15. Such further or other relief as the Honourable Court deems just.
16. Interest pursuant to section 34 of the Judicature Law (2007 Revision) or alternatively pursuant to the equitable jurisdiction of the court.
17. Costs.

Nelson & Co.

NELSON & COMPANY
Attorneys-at-law for the Plaintiff

TO: The Clerk of the Courts

AND TO: The Defendants

This Writ of Summons was filed by Nelson & Company, Attorneys-At-Law for the Plaintiff, whose address for service is 31 The Strand, 46 Canal Point Drive, P.O. Box 2075, Grand Cayman, KY1-1105, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2013

BETWEEN:

ROCHESTER LTD

PLAINTIFF

AND:

1. PATRICIA GLASGOW
2. BODDEN CORPORATE SERVICES LTD
3. BCSL DIRECTORS LTD
4. BCSL SECRETARIES LTD

DEFENDANTS

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 intend 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 the Defendant

Address for service:

Please complete overleaf

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.

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

Nelson & Company
Attorneys at Law
PO Box 2075
31 The Strand
46 Canal Point Drive
Grand Cayman KY1-1105

Indorsement 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