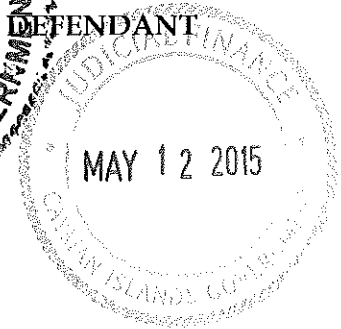
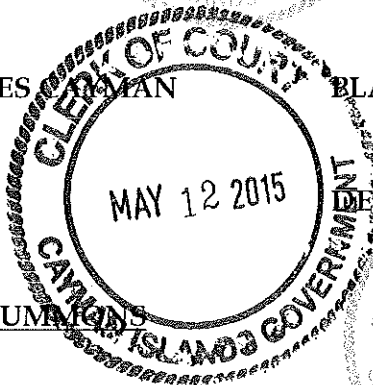
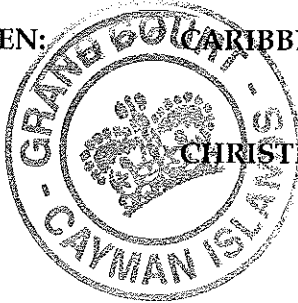


IN THE GRAND COURT OF THE CAYMAN ISLANDS

JUDICIAL FINANCE  
\$200.00  
MAY 12 2015  
218906  
CAUSE NO: 7007A  
OF 2015

BETWEEN: CARIBBEAN BEVERAGES PLAINTIFF

AND: CHRISTIAN ESSER DEFENDANT



WRIT OF SUMMONS

TO: Christian Esser  
OF: WineSchool and Glass3, Mirco Centre, George Town or  
Sundial Apartments, West Bay, 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 following 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 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                    , 2015.

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.

THIS WRIT is issued by Natasha N. Bodden, attorney for the Plaintiff, whose address for service is 5<sup>th</sup> Floor, Genesis Building, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2015

BETWEEN: CARIBBEAN BEVERAGES CAYMAN PLAINTIFF

AND: CHRISTIAN ESSER DEFENDANT

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STATEMENT OF CLAIM

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1. The Defendant was hired by the Plaintiff, Caribbean Beverages Cayman ("CBC"), as a Sales Manager in 2014 but his role in the company was more of General Manager. He was responsible for, among other things, hiring and firing staff, opening new accounts, delivering goods with accompanying invoices, collecting money owed and the day to day operations of the business.
2. Following an audit conducted in early 2015, it was discovered that the Defendant had stolen over CI\$20,000.00 worth of beverages from the Plaintiff's warehouse and had also misappropriated CI\$4,533.75 in cash advances from the Plaintiff's account without being authorized to do so.
3. When confronted about the missing goods and cash advances, the Defendant admitted that he was responsible for the discrepancies and signed a statement to that effect dated 16<sup>th</sup> March, 2015. See Exhibit "CBC 1" attached. In the statement, the Defendant also promised to repay the sum of CI\$25,983.75 which was the full value of the goods and cash that he had stolen from the Plaintiff. The Defendant also agreed to take a reduction in salary and stated that should he ever leave CBC, the outstanding money owed would become payable on the day after his resignation.
4. On 27<sup>th</sup> March, the Defendant abruptly resigned from his position with CBC without giving any notice and then sent an email to all of Plaintiff's clients in which he gave out personal contact information for one of the shareholders of CBC, Dr. Udo Wagner.
5. The Defendant has, to date, failed to make any payments to the Plaintiff to repay the monies stolen.
6. Dr. Wagner received a phone call from the Royal Cayman Islands Police Service ("RCIPS") on 28<sup>th</sup> March 2015 informing him that they had received a report that he was carrying on illegal business at the company's office and that he was working illegally without a work permit. They also informed Dr. Wagner that the matter would be reported to the Department of Immigration.

THIS STATEMENT OF CLAIM is filed by Natasha N. Bodden, attorney for the Plaintiff, whose address for service is 5<sup>th</sup> Floor, Genesis Bldg., George Town, Grand Cayman. KY1-1204.

7. After the Defendant's abrupt resignation, Dr. Wagner, on behalf of the Plaintiff, sought to have the Defendant's work permit cancelled but the relevant paperwork has gone missing from the company files along with a number of other important documents, including but not limited to:-
  - i. Customs documents for all of the Plaintiff's shipments
  - ii. Correspondence for Clients and Suppliers
  - iii. Calculations for offers for Clients in other parts of the Caribbean
  - iv. Calculation listings for all drinks
  - v. Access code for Plaintiff's Freshbook Accounting system
  - vi. Plaintiff's customer account list with contact details if all customers
  - vii. Filed forms for Insurance claims RE: Delivery driver accident
  - viii. Office furniture
  - ix. Plaintiff's company stamps
  - x. Two cellular phone owned by the company
  - xi. All documents regarding employees, payroll, work permits, etc.
  - xii. Title documents for Plaintiff's vehicle
8. On 31<sup>st</sup> March 2015 Dr. Wagner filed a report with the Financial Crimes Unit of the RCIPS detailing the Defendant's wrongdoings. The Financial Crimes Unit has since been investigating the matter.
9. On or around 3<sup>rd</sup> April 2015, the Defendant was detained at Owen Roberts International Airport while trying to board a plane destined to Cuba. The Defendant's passport was confiscated by the RCIPS and he was advised he was to remain in the Cayman Islands pending investigation by the Financial Crimes Unit of the RCIPS.
10. Upon further auditing, it was found that the Defendant has stolen considerably more than previously believed. For example, the Plaintiff provided funds to the Defendant to pay utility bills at the warehouse. It has since been discovered that all utility bills for the warehouse are in arrears for months.
11. The Defendant has caused the Plaintiff to lose a considerable amount of business. The Defendant had been the only person with access to the Plaintiff's accounts and after he resigned, business came to a standstill for weeks because no one could access the records. The Defendant also closed down the Plaintiff's website after he resigned, without authorization.
12. The Defendant has shown himself to be untrustworthy and dishonourable and as such the Plaintiff feels that the only way the monies stolen will be recovered is with the assistance of this Honourable Court.

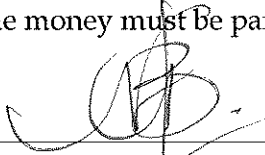
AND THE PLAINTIFF CLAIMS:

1. CI\$25,983.75 for misappropriated goods and cash;

**THIS STATEMENT OF CLAIM** is filed by Natasha N. Bodden, attorney for the Plaintiff, whose address for service is 5<sup>th</sup> Floor, Genesis Bldg., George Town, Grand Cayman. KY1-1204.

2. Interest pursuant to section 34 of the Judicature Law (2013 Revision) at the rate of 2.375%, amounting to CI\$77.74 as at 12<sup>th</sup> May, 2015 and continuing at the daily rate of \$1.69 per day until judgment or sooner payment, alternatively to be assessed;
3. Plaintiff's loss of business for the weeks following the Defendant's resignation due to the fact the Defendant removed all of the business records and refused to return them;
4. Costs;
5. Such further or other relief as this Honourable Court thinks fit.

If, within the time for returning the Acknowledgment of Service (being 14 days), the Defendant pays the total amount claimed of CI\$ (including interest and costs), further proceedings will be stayed. The money must be paid to the Plaintiff's attorney, Natasha N. Bodden.



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**NATASHA N. BODDEN**  
**ATTORNEY-AT-LAW**

Dated: 12<sup>th</sup> May, 2015

Filed: 12<sup>th</sup> May, 2015

**Statement**

I, Christian Esser, am sales manager at Caribbean Beverages Cayman. In this position I failed and caused serious and substantial losses for the Company.

Mr. Klaus Gebhardt, independent surveyor from Switzerland for restaurants made inventory and established that drinks for ~~26.562,35~~ CI\$ are missing (~~1113~~ cases of drinks).  
20.000,00 CID                      996

December 2014 and January 2015 I received reimbursements from Mr. Dale Crighton for expenses I covered for CBC in advance. In the amount of ~~4.533,75~~ I was not entitled to do so.

I hired a delivery diver who could not present a valid divers license. I did not report him as a driver to the rental car company. In consequence he was not insured at the accident he had. All upcoming expenses from the rental car company to CBC I will refund.

I did not inform the management about the real situation regarding our Company car; this caused unnecessary rent car expenses for 2 month ( 725,-- US\$ per month).


As I assured already to Mr. Dale Crighton, I will cover all financial losses of CBC caused by me, for the time being it is ~~2.591,83,75~~ the amount of CI\$.

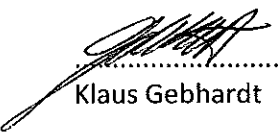
I agree to reduction of my salary. When I leave the Company, out of whatsoever reason, the open amount is due the next day.

Up to the complete repayment of my debts I pawn my shares of Glass3 and the Wineschool for the benefit of Caribbean Beverages Cayman.

Dr. Udo Wagner will take care of the management of my shares for this time.

  
.....  
Christian Esser

  
.....  
Dr. Udo Wagner

  
.....  
Klaus Gebhardt

Georgetown Grand Cayman ..... 16<sup>th</sup> March 2015

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:                      OF 2015

BETWEEN:                      CARIBBEAN BEVERAGES CAYMAN                      PLAINTIFF

AND:                              CHRISTIAN ESSER    DEFENDANT

EXHIBIT "CBC 1"

THIS WRIT is issued by Natasha N. Bodden, attorney for the Plaintiff, whose address for service is 5<sup>th</sup> Floor, Genesis Building, George Town, Grand Cayman.

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 495G, 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

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2015

BETWEEN: CARIBBEAN BEVERAGES CAYMAN

PLAINTIFF

AND: CHRISTIAN ESSER

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 judgement being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)  
 yes  no

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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

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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.

Natasha N. Bodden  
5<sup>th</sup> Floor, Genesis Building  
George Town  
Grand Cayman  
KY1-1204

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

[Empty box for defendant's Attorney indorsement]