



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 280 OF 2015

BETWEEN:

LERINA BRIGHT

PLAINTIFF

AND

CONFEDERATION OF NORTH, CENTRAL AMERICA AND CARIBBEAN ASSOCIATION FOOTBALL

DEFENDANT

WRIT OF SUMMONS

TO:
CONCACAF
C/O Mourant Ozannes
Cayman Islands

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 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 December 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.

STATEMENT OF CLAIM

1. By an agreement in writing contained in a letter dated 23 January 2014 between the Plaintiff and the Defendant, it was agreed that the Defendant should employ the Plaintiff as Head of International Affairs and The President's Office, based in the Cayman Islands, for one year with automatic renewals for successive one year periods at a salary of USD\$100,000 per annum to be paid by twelve equal instalments of \$8,333 commencing on 15 February 2014 subject to acceptance of the offer by the Plaintiff and satisfactory background and reference checks. A Copy of the letter referred to is attached.
2. The Plaintiff signed and returned the letter on 24 January 2014 and all other conditions in the letter were met and the Plaintiff commenced working for the Defendant on the (INSERT).
3. On 11 June 2015 the Defendant wrote to the Plaintiff stating *inter alia* that the Defendant was "going through a period of transition following much publicized recent events. Part of that transition involves an assessment of and rationalization of the operations at the Cayman Islands office and its resource needs going forward. Our assessment will involve an examination of all the roles and functions of each employee relative to the needs of the operations of the office.

Your specific role and functions are among those currently under review. Until that review is complete and a final decision has been taken, we have decided that, until further notice, you will be placed on required leave."

4. On 11th June 2015 at the offices of the Defendant in (Address) Dr. Laila Mintas (Insert role), an employee of the Defendant announced in the presence of all staff that the plaintiff and two other members of staff had been sent home because investigations were underway into their roles on the case relating to Jeffrey Webb and stated that "as far as I am concerned all three of them are criminals" or words to that effect. Dr. Mintas further informed staff that the plaintiff was being criminally investigated.
5. From the 11th June 11th June onwards the plaintiff was denied access to her place of work, her work laptop (email account?).
6. On 17th June 2015 the Plaintiff received a phonecall from the defendant's legal director asking her to attend at a meeting with their Cayman Islands lawyers on the 18th June at 9 a.m.
7. Upon enquiry by the Plaintiff, the defendant confirmed that the meeting was not for any disciplinary reasons and that "CONCACAF lawyers are speaking to employees in both the Cayman and Miami offices."
8. On the 18th June 2015 the plaintiff attended at the meeting which commenced at 11.30 and answered all questions posed with the meeting lasting approximately 3 hours.

9. No further communication was received by the plaintiff from the defendant relating to her work status until 17 September 2015 when the plaintiff received a letter from the defendant's US Attorneys. This letter sought the attendance of the plaintiff at a "follow-up interview" to occur on 9 October 2015.
10. On 2nd October 2015 the plaintiff responded to this request and sought the defendant to set out those questions it required answered in writing.
11. In the same letter the plaintiff asserted the position that by withholding work, the defendant was in breach of contract and further asserted that the defendant was also in breach of contract for conducting a dishonest or corrupt business in breach of the implied terms of the contract and sought a response from the defendant.
12. On 5th October 2015 the defendant responded indicating that refusal to engage in the interview process according CONCACAF protocol "*will have potential consequences concerning your client's employment.*" And that a response to the employment issues raised by the plaintiff in the 2nd October 2015 letter would be forthcoming in a separate letter.
13. On 5th November 2015, the plaintiff wrote to the defendant and *inter alia* stated that unless the defendant provided work for the plaintiff by 13th November 2015 the plaintiff would consider the defendant in repudiatory breach of contract and the plaintiff would accept the repudiatory breach and consider the contract at an end.
14. On 6th November 2015, the defendant wrote to the plaintiff stating that unless she agreed by 9th November 2015 to participate in an interview without any preconditions then the defendant would terminate her employment for cause immediately. On 9th November this deadline was extended by the defendant to the 10th November 2015.
15. On 9th November the plaintiff wrote to the defendant seeking confirmation that she could return to work by 9th November with immediate effect and asking for confirmation that the defendant would be responsible for all business expenses including legal fees for the attendance of her legal advisors at the investigatory meeting or she would regard the contract as at an end.
16. On 10th November the plaintiff wrote to the defendant confirming that the plaintiff had accepted the defendant's repudiatory breaches of contract.

Breach of Implied Term to Provide Work

17. It was an implied term of the agreement that the Plaintiff should enjoy from her employment in addition to her salary the publicity, reputation and on-going professional development opportunities which would result from performing her actual role as Head of International Affairs and The President's Office on a day to day basis.
18. It is implied into the contract of employment a term of mutual trust and confidence which requiring the defendant to provide the plaintiff with work which matched her skills and the achievements she had accomplished. In failing to provide such work, the defendant has thereby deprived her of opportunities which would have been available to her to be promoted and to advance her career.

19. On 11th June 2015 the Defendant informed the plaintiff that she was being placed on required leave and that she would not be required to work until further notice.
20. No notice was received by the Plaintiff requiring her to return to work and on the 2nd October 2015, 5th November 2015 and 9th November 2015 the plaintiff called upon the Defendant to fulfil their agreement by providing work.
21. In breach of the agreement referred to in paragraphs 17-19 hereof, the Defendant refused to allow the Plaintiff to return to an active role in work.
22. As such the defendant breached the implied duty of trust and confidence to provide work matching her skills and achievements.

Breach of implied term of trust and confidence leading to resignation

23. From 11th June 2015 the Defendant placed the plaintiff on required leave. On 6th November 2015 the defendant wrote to the plaintiff and threatened that unless she agreed to attend an interview with their US Legal Counsel by 9th November 2015 that she would be terminated for breach of contract.
24. Such threat was made to the plaintiff in circumstances where the plaintiff was seeking to return to active employment.
25. The plaintiff was singled out for different treatment from her colleagues at the defendant who had been placed on leave and had refused requests for interviews and who had not been threatened with termination.
26. The treatment of the plaintiff by the defendant was designed to make her working life intolerable and was calculated and/or likely to seriously damage and/or destroy the relationship of trust and confidence.

Placing of Plaintiff on Required Leave in the Circumstances

27. As a result of placing the plaintiff on required leave subsequent to the arrest of Jeffrey Webb and other high ranking employees of the Defendant, the defendant cast suspicion upon the conduct and integrity of the Plaintiff.
28. The comments of Dr. Laila Mintas to assembled co-workers on the 11th June 2015 further correlated the removal of the plaintiff from the workplace with the arrests.
29. It was reasonably foreseeable that the verbal comments of Dr. Mintas and the placing of the plaintiff of an unjust and inordinately long leave would undermine the trust and confidence required if the employment relationship was to continue.
30. By November 2015 the defendant continued to wrongly damage the trust and confidence that the plaintiff had in the defendant to the extent that the employment relationship was destroyed or seriously damaged.

Breach of implied term of trust and confidence not to run their business in a dishonest and corrupt manner.

31. On 27 May 2015 a 47-count indictment was unsealed in federal court in Brooklyn, New York, charging 14 persons with racketeering, wire fraud and money laundering conspiracies, among other offenses, in connection with their participation in a 24-year scheme to enrich themselves through the corruption of international soccer.
32. On the same date Swiss authorities in Zurich arrested seven of the persons charged in the indictment, the defendants Jeffrey Webb, Eduardo Li, Julio Rocha, Costas Takkas, Eugenio Figueredo, Rafael Esquivel and José Maria Marin, at the request of the United States.
33. The same day a search warrant was executed at CONCACAF headquarters in Miami, Florida.
34. Of those persons charged the following were connected directly with the Defendant as follows:
 - i. Jeffrey Webb: Then Current FIFA vice president and executive committee member, CONCACAF president, Caribbean Football Union (CFU) executive committee member and Cayman Islands Football Association (CIFA) president. The Plaintiff reported directly to Mr. Webb.
 - ii. Eduardo Li: Current FIFA executive committee member-elect, CONCACAF executive committee member and Costa Rican soccer federation (FEDEFUT) president.
 - iii. Julio Rocha: Current FIFA development officer. Former Central American Football Union (UNCAF) president and Nicaraguan soccer federation (FENIFUT) president.
 - iv. Costas Takkas: Current attaché to the CONCACAF president. Former CIFA general secretary.
 - v. Jack Warner: Former FIFA vice president and executive committee member, CONCACAF president, CFU president and Trinidad and Tobago Football Federation (TTFF) special adviser.
35. On the same date guilty pleas of four individual defendants and two corporate defendants were also unsealed. These individual defendants included the following persons:
 - i. Charles Blazer, the former CONCACAF general secretary and a former FIFA executive committee member
 - ii. Daryll Warner, son of Jack Warner.
 - iii. Daryan Warne, son of Jack Warner

36. In media reporting of the indictment and arrest of the above named persons, which was subject to huge, worldwide media attention the US Attorney General released the following comments to the press which were subsequently disseminated both in print and on-line across the globe:

Many of the individuals and organizations we will describe today were entrusted with keeping soccer open and accessible to all. They held important responsibilities at every level, from building soccer fields for children in developing countries to organizing the World Cup. They were expected to uphold the rules that keep soccer honest, and protect the integrity of the game. Instead, they corrupted the business of worldwide soccer to serve their interests and enrich themselves.

Beginning in 1991, two generations of soccer officials, including the then-presidents of two regional soccer confederations under FIFA – the Confederation of North, Central American and Caribbean Association Football, known as CONCACAF, which includes the United States, and the South American Football Confederation, or CONMEBOL, which represents organized soccer in South America – used their positions of trust within their respective organizations to solicit bribes from sports marketers in exchange for the commercial rights to their soccer tournaments. They did this over and over, year after year, tournament after tournament.

37. The plaintiff will further rely upon any and all findings of guilt in the proceedings in due course.
38. When entering into the contract of employment with the defendant, the plaintiff did not expressly or by implication agree to work in furtherance of a dishonest business and the defendant implicitly agreed that they would not conduct a corrupt business.
39. It was reasonably foreseeable that in consequence of such corruption or dishonest practice that there was a serious possibility that the plaintiff's future employment prospects would be handicapped.

40.

PARTICULARS OF SPECIAL DAMAGE

1. The

AND the Plaintiff claims:

2. (1) damages; and
3. (2) The Plaintiff claims interest pursuant to section 34 of the Judicature Law (2007 Revision) on the amount found to be due to the Plaintiff at such rate and for such periods as the court thinks fit.

Samson & McGrath

Samson & McGrath

Attorneys for the Plaintiff

THIS WRIT was issued by Samson & McGrath, Attorneys for the Plaintiff whose address for service is 5th Floor Genesis Building, Genesis Close, P.O. Box 446 GT, 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.

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BETWEEN:

LERINA BRIGHT

PLAINTIFF

AND

CONFEDERATION OF NORTH, CENTRAL AMERICA AND CARIBBEAN ASSOCIATION FOOTBALL

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

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.

Samson & McGrath
Attorneys at Law
3rd Floor Genesis Building
Genesis Close
PO Box 446
George Town
Grand Cayman

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]