

IN THE GRAND COURT OF THE CAYMAN ISLANDS

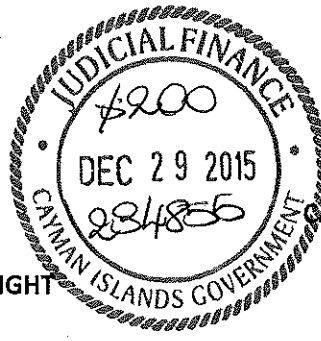
BETWEEN:

LERINA BRIGHT

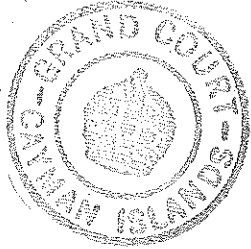
AND

CONFEDERATION OF NORTH, CENTRAL AMERICA AND CARIBBEAN ASSOCIATION FOOTBALL

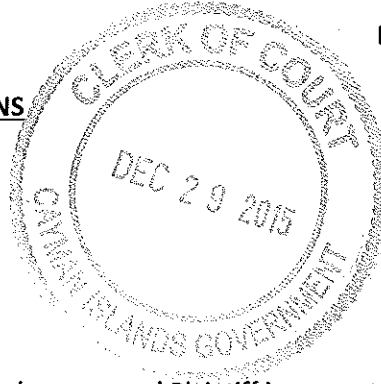
DEFENDANT



CAUSE NO: OF 2015
0231



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 ^{29th} 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 would 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 the 15th 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 24th January 2014 and all other conditions in the letter were met and the Plaintiff commenced working for the Defendant on the 15th March 2014.
3. On 11th 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 Admiral Financial Centre, George Town, Grand Cayman Dr. Laila Mintas, Director of Sports Integrity, an employee of the Defendant announced in the presence of staff that the plaintiff and two other members of staff had been sent home because investigations were underway into their roles in the case relating to Jeffrey Webb and stated that "as far as I am concerned all three of them are thieves" or words to that effect. Dr. Mintas further informed staff that the plaintiff was being criminally investigated.
5. From the 11th June 2015 onwards the plaintiff was denied access to her place of work, her access keys, work laptop, her email account, cell phone and corporate bank cards.
6. On 17th June 2015 the Plaintiff received a phone call 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 4 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 to 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. Particulars of the repudiatory breaches of contract are set out below at paragraphs 17 to 44.

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 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 further implied into the contract of employment a term of mutual trust and confidence which required 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 contractual obligations 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.

Threats to dismiss

23. From 11th June 2015 the Defendant placed the plaintiff on required leave.
24. On 5th November 2015 the plaintiff wrote to the defendant and asked that she be placed back on active employment by the 13th November 2015 or she would consider the contract at an end due to the repudiatory breach of contract.
25. On Friday 6th November 2015 after 5 p.m. the defendant wrote to the plaintiff's Attorney and *inter alia* 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.
26. The 9th November was a public holiday in the Cayman Islands and the deadline for compliance with the demand was therefore received without any notice during business hours. Such demand was so unreasonable as to amount to a breach of contract and it is averred was made only in response to the plaintiff's request to be allowed to return to work by the 13th November 2015.
27. Such threat was made without any recourse to any disciplinary procedures as set out in the defendant employee handbook and without the plaintiff having been given the opportunity to attend any disciplinary proceedings relating to her alleged misconduct in refusing to attend the interview with the defendant's US Counsel without certain preconditions being met.
28. The plaintiff was further singled out for different treatment from her colleagues at the defendant organization who had also been placed on leave and had refused requests for interviews and who had not been threatened with termination and remain at the time of issue of this Writ in the employment of the defendant.
29. 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

30. 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.
31. 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.
32. It was reasonably foreseeable that the verbal comments of Dr. Mintas and the placing of the plaintiff on an unjust and inordinately long leave without a timeframe for return to work would undermine the trust and confidence required if the employment relationship was to continue.
33. 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.

34. 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.
35. 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.
36. The same day a search warrant was executed at CONCACAF headquarters in Miami, Florida and the Cayman Islands Office was closed for a number of days during which forensic experts and legal representatives of the defendant were in the office.
37. 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.
38. 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 Warner, son of Jack Warner
39. 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.*
40. On 3rd December 2015, it was publicized that Jeffrey Webb had pleaded guilty in November 2015 to racketeering conspiracy, three counts of wire fraud conspiracy and three counts of money laundering conspiracy.
41. On 3rd December 2015, the US Department of Justice charged 16 further persons with related offences including Mr. Alfredo Hawit, the successor President of CONCACAF to Jeffrey Webb.
42. The plaintiff will further rely upon any and all findings of guilt in the various proceedings in due course.

43. 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.

44. 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.

Slander

45. On 11th June 2015, Dr. Laila Mintas, CONCACAF Director of Sports Integrity as employee, servant or agent of the Defendant at George Town Financial Center (formerly Admiral Financial Center), George Town, Grand Cayman in the presence and hearing of CONCACAF employees slandered the plaintiff.

46. In the presence of six staff members of the Defendant organization, Dr Laila Mintas answered a question as to why the Plaintiff had been sent home by responding as follows *"They are being investigated, I believe they are thieves, they have been trafficking cash for Jeffrey"*.

47. The words spoken by Dr. Mintas, in the presence of the defendant's staff carried, in their natural and ordinary meaning that the plaintiff was guilty of serious criminal wrongdoing and the words carried the likelihood of causing serious harm to the plaintiff's professional reputation.

48. Further the words spoken were calculated to disparage the plaintiff in her profession and imputed a crime punishable corporally.

49. By reason of the words spoken the plaintiff has suffered hurt, distress and embarrassment and her reputation and credit as a Sports Administrator has been seriously harmed.

50. The plaintiff will rely upon the following facts and matters in support of her claim for damages:

- (a) Since being placed on required leave the plaintiff made efforts to approach other football/sport entities and recruitment consultants about alternative employment.
- (b) Those enquiries have revealed that the plaintiff will have considerable difficulty in obtaining employment as a result of the following:
 - i. her association with the defendant organization;
 - ii. the defendant's dishonest and corrupt practice resulting in global exposure and disgrace of the organization and many of its leading figures;
 - iii. the inference of wrongdoing on the part of the plaintiff created by the defendant's conduct of placing her on extended required leave.
 - iv. The inference of wrongdoing on the part of the plaintiff created by the slanderous comments of Dr. Mintas on behalf of the defendant.

Special Damages

51. The Plaintiff was wrongfully dismissed from her employment on the 10th November 2015. As a result she suffered the following losses:

Salary	\$25,000.
Pension	\$1,548.
Health Insurance	\$1,785

Relocation allowance	\$8,000
Severance	\$2,083.33
Unpaid expenses	\$1,500

52. The plaintiff has further suffered detriment in the labour market and damage to her future career prospects in the sport industry, and claims damages as a result of the stigma resulting from her association with the unlawful conduct of the defendant.

AND the Plaintiff claims:

1. damages for slander including special damages; and
2. damages for breach of contract including stigma damages to be assessed; 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.
4. Costs



Samson & McGrath

Attorneys for the Plaintiff

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:

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]