

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ¹²⁴ OF 1999

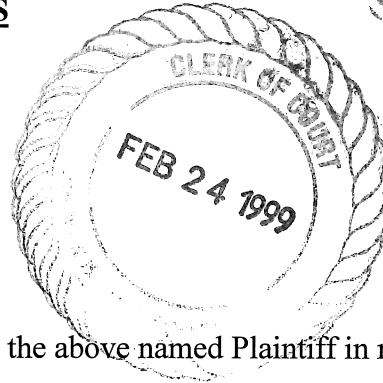
BETWEEN: COLLINS BROADHURST & FURNISS Plaintiff

AND: GIANNI BOCCALETTI Defendant



WRIT OF SUMMONS

TO: Gianni Boccaletti
Laguna Del Mar, Unit # 16
P.O. Box 30060 SMB
Grand Cayman, Cayman Islands
British West Indies



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 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 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 21 day of Feb., 1999.

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 is a law firm in the Cayman Islands.
2. The Defendant is an Italian national who resides in Italy, in Germany and in the Cayman Islands.
3. In or about May of 1998, the Defendant retained the Plaintiff to represent him in or relating to an action commenced in the Grand Court of the Cayman Islands in Cause No. 292 of 1996 ("the Retainer").
4. It was an express or, further and in the alternative, an implied term of the Retainer that:
 - a. The Plaintiff would provide the legal services required by the Defendant in Cause No. 292 of 1996 ("the Action");
 - b. The Defendant would pay the Plaintiff's fees calculated on the basis of the Plaintiff's usual hourly rate for each of the attorneys and legal assistants employed by the Plaintiff. Prior to the Defendant retaining the Plaintiff, the Defendant was advised by the Plaintiff of the hourly rates of the members of the firm which were expected to work on the file;
 - c. The Defendant would provide instructions as required for the proper conduct of his defence in the Action;
 - d. The Defendant would promptly pay the Plaintiff's fees upon the Plaintiff rendering same.
5. The Defendant paid a retainer of US\$25,000.00 (CI\$21,320.00) to the Plaintiff to be applied to fees as they became due.
6. The Plaintiff complied with its duties under the agreement set out in paragraph 4 hereof and provided the Defendant with legal services in a professional and timely manner.
7. The Plaintiff rendered unto the Defendant its fee note annexed hereto ("the fee note") for legal services and disbursements provided by it on behalf and for the benefit of the Defendant. The particulars of the services provided, time expended and the charges for each specific service provided to or for the benefit of the Defendant appear in the fee note, which sets out the fees and disbursements owed by the Defendant to the Plaintiff. The fee note sets out a sum due and owing of CI\$52,056.05, being fees in the amount of CI\$50,534.75 and disbursements in the amount of CI\$1,521.30. The Plaintiff applied the above stated retainer to the amount due under the fee note and following such application the balance of CI\$30,736.05 remains due and owing by the Defendant to the Plaintiff.
8. The fee note was delivered to the Defendant on or about December 8, 1998.

9. The Plaintiff has demanded payment of the feenote but the Defendant has refused to make payment.
10. The Defendant is indebted to the Plaintiff in the sum of CI\$30,736.05.
11. The Defendant, by himself or through his spouse and/or his son acting as his agents, gave specific instructions to the Plaintiff regarding the care and conduct, the timeliness and the confidentiality of the Action. Despite the fact that the Plaintiff advised the Defendant of the perceived weaknesses in pursuing certain of the courses insisted upon by him, the Defendant continued to give the Plaintiff specific instructions. As a result of these specific instructions the Plaintiff took certain steps in the Action which did not necessarily contribute to the timely management thereof but accomplished, in essence, what the Defendant instructed the Plaintiff to do.
12. The Plaintiff also claims prejudgment interest from December 18, 1998 upon the said debt by reason of the matter set out in paragraph 4(d) hereof.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

- A. The sum of CI\$30,736.05;
- B. Pre-judgment interest upon the said sum pursuant to The Judicature Law (1995 Revision);
- C. Post-judgment interest upon the said sum pursuant to The Judicature Law (1995 Revision);
- D. Such further and other relief that this Honourable Court may deem just or appropriate.
- E. Costs.

Dated the 21 day of February, 1999



MYERS & ALBERGA
Attorneys-at-Law for the Plaintiff.

THIS WRIT OF SUMMONS was issued by Myers & Alberga, Attorneys-at-law for the Plaintiff, whose address for service is P.O. Box 472, George Town, Grand Cayman, Cayman Islands, British West Indies.

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

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 1999

BETWEEN: COLLINS BROADHURST & FURNISS Plaintiff

AND: GIANNI BOCCALETTI 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

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

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.

Myers & Alberga P. O. Box 472 GT Grand Cayman Cayman Islands, B.W.I.

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

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