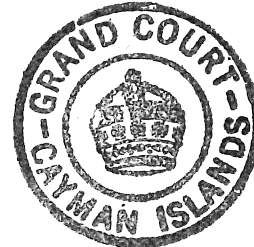


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 70 OF 2003

BETWEEN:

- (1) CONDOCO GRAND CAYMAN RESORT LTD
- (2) MICHAEL RYAN



Plaintiffs

AND

- (1) BROADHURST DACOSTA (A FIRM)
- (2) ALDO GIANNE

Defendants

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WRIT OF SUMMONS

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- TO:
- (1) Broadhurst DaCosta (a firm) of PO Box 250GT, 40 Linwood Street, George Town, Grand Cayman
  - (2) Aldo Gianne, of PO Box 491458, Los Angeles, California CA900049 USA

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 495GT, 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 Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the

proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 10<sup>th</sup> day of February 2003.

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 Acknowledgement of Service are given with the accompanying form.

THE PLAINTIFFS' claim is for:

1. Damages for libel in respect of words contained in an email message published or caused to be published by the First Defendant to Steve Kaye and/or the firm of Klehr, Harrison, Harvey, Branzberg & Ellers on or about 6<sup>th</sup> February 2003 and further published or caused to be published by the Second Defendant to various addressees at 08:43 and/or 10:43 and/or 11:02 on the same date, and/or such other time or date to be identified.
2. Damages for libel in respect of words contained in an email message published or caused to be published by the First Defendant to various addressees at 11:24 on 7<sup>th</sup> February 2003 or such other time or date to be identified.
3. An injunction to restrain the Defendants, by themselves or their servants or agents or howsoever otherwise, from further publishing or causing to be published the said libels or any similar words defamatory of the Plaintiffs or either of them.
4. An injunction restraining the Defendants, whether themselves or by their respective servants or agents, from copying, disseminating or otherwise using in any way information confidential to the Plaintiffs, or either of them, namely

- 4.1 the identity and email addresses of recipients listed in an email message inadvertently sent on behalf of the First Plaintiff to the Second Defendant on 31<sup>st</sup> January 2003; and
- 4.2 the identity and contact details of the parties referred to in the above referenced email message of 7<sup>th</sup> February 2003, published or caused to be published by the Second Defendant to various addressees on or about that date.
5. An injunction restraining the Defendants from disclosing to any other person confidential information known to them by reason of their participation (whether as a party or otherwise) in any litigation concerning the Ritz Carlton Grand Cayman development (“the Development”).
6. An injunction restraining the First Defendant from acting on behalf of any client, or continuing to do so, in any matter relevant to, or in connection with the Development.
7. Delivery up of all documents and materials which are in the possession, power, custody or control of either of the Defendants, the use or disclosure of which would offend against the foregoing injunctions or any of them.
8. An inquiry as to damages for breach of confidence or, at the option of the Plaintiffs, an account of all the profits made by the Defendants and each of them from the use of the said confidential information of the Plaintiffs and/or by reason of their breach of confidence.
9. Damages, alternatively equitable compensation, for conspiracy to injure the Plaintiffs, further or alternatively for unlawful interference with the Plaintiffs’ economic interests.
10. An order for payment of all sums found to be due to the Plaintiffs together with interest pursuant to section 34 of the Judicature Law (1995 Revision) or under the equitable jurisdiction of the Court.

11. Such further or other relief as the Court thinks fit.
12. Taxed costs of the action.

*Hunter & Hunter*  
HUNTER & HUNTER

THIS WRIT was issued by Hunter & Hunter of The Huntlaw Building, 75 Fort Street, P.O. Box 190 GT, Grand Cayman, Cayman Islands (Ref. AJM/00022.024), Attorneys for the Plaintiffs, whose addresses are respectively (1) C/o Huntlaw Corporate Services, 75 Fort Street, 1350GT George Town, Grand Cayman; and (2) PO Box 32319 SMB Grand Cayman.