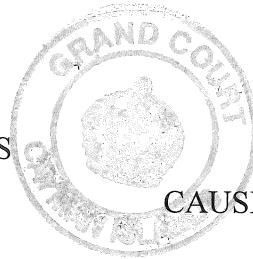


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 144 OF 2005

BETWEEN:

ATTORNEYS TITLE INSURANCE FUND INCORPORATED

Plaintiff

AND:

EVA PATRICK VERNER

First Defendant

BUTTERFIELD BANK (CAYMAN) LIMITED

Second Defendant



WRIT OF SUMMONS

TO: Eva Patrick Verner
Inmate No. 04048860
Orange County Jail
Female Detention Centre
PO Box 4970-32802
Orlando
Florida 32802

Butterfield Bank (Cayman) Limited
Butterfield House
George Town
Grand Cayman
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 28 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, PO Box 495 GT, 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 2005

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, Attorneys Title Insurance Fund Incorporated ("ATIF") is a company incorporated in Florida, United States of America carrying on business as a property title insurance underwriter.
- 2 The First Defendant, Eva Patrick Verner ("Ms Verner") is an individual currently incarcerated in Orange County, Florida, United States of America.
- 3 The Second Defendant, Butterfield Bank (Cayman) Limited ("Butterfield") is a company incorporated under the Companies Law (Revised) and licensed under the Banks and Trust Companies Law (Revised). At this juncture, no allegation of wrongdoing is made against Butterfield and it is named as a Defendant only to ensure compliance with orders made as a result of this action.
- 4 Ms Verner was at all material times a client of Butterfield.

Verner's Unlawful Conduct

- 5 On or about 20 February 2004 Ms Verner, fraudulently posing as Ms Se' Belle Smith Dymmek ("Ms Dymmek"), opened bank account number 01201/113358 in the name of Ms Dymmek with Butterfield ("Bank Account 1").
- 6 On or about 12 March 2004, Ms Verner fraudulently obtained a Florida driver's licence in Ms Dymmek's name.
- 7 On date(s) currently unknown to the Plaintiff, but believed to be prior to March 2004, Ms Verner created, procured or otherwise obtained a false United States Government passport which she then used as identification to pass herself off as Ms Dymmek to perpetrate the frauds referred to below.

The First Fraudulent Loan

- 8 On or about 5 April 2004 Ms Verner, fraudulently posing as Ms Dymmek, obtained a loan from Evans Financial Services Ltd ("Evans") in the amount of US\$350,000. The loan was secured by way of a mortgage on real property located in Orange County, Florida, owned by Ms Dymmek (the "Property").

The Second Fraudulent Loan

- 9 On or about 29 July 2004 Ms Verner, fraudulently posing as Ms Dymmek, obtained a loan from Spectrum Mortgage Group Incorporated ("Spectrum") in the amount of US\$2,300,000. The loan was secured by way of a mortgage over the Property.
- 10 To obtain the First Fraudulent Loan and the Second Fraudulent Loan, Ms Verner:
- 10.1 Falsely and with intent to defraud Evans and Spectrum represented to Evans and Spectrum that she was Ms Dymmek, that she could repay the said loans, and that she was the lawful owner of the Property and was permitted to grant a mortgage over the Property;
 - 10.2 Knew that the said representations were false; and
 - 10.3 Made the representations knowing that Evans and Spectrum would rely upon them.
- 11 In relation to the First Fraudulent Loan, without knowledge of Mrs Verner's fraud, on or about 7 April 2004 Evans transferred the net loan proceeds in the sum of US\$318,843.76 to the Bank of New York credited to bank account number 8033265086 in the name of Bank of Butterfield International (Cayman) Ltd for the benefit of Bank of Butterfield International (Cayman) Ltd account number 01201113358 in the name of Ms Dymmek.
- 12 In relation to the Second Fraudulent Loan, without knowledge of Ms Verner's fraud, pursuant to a written agreement dated 29 July 2004 between Spectrum and OptimumBank (a US bank) the Second Fraudulent Loan and associated mortgage was assigned by Spectrum to OptimumBank.

- 13 On or about 29 July 2004, without knowledge of Ms Verner's frauds in relation to the First Fraudulent Loan and the Second Fraudulent Loan, and pursuant to the written agreement referred to in paragraph 12 above, OptimumBank funded the Second Fraudulent Loan as follows:
- 13.1 On or about 3 August 2004 the sum of US\$371,501.39 was paid to Evans in repayment of the principal and interest outstanding on the First Fraudulent Loan, thereby releasing the mortgage over the Property. OptimumBank became subrogated to the rights and interests of Evans in the First Fraudulent Loan.
- 13.2 On or about 3 August 2004 the sum of US\$1,257,525.95, representing the net loan proceeds was transferred by OptimumBank to the trust account of Ms Verner's solicitor at Orion Bank in Naples, Florida.
- 14 On or about 30 July 2004 ATIF issued a mortgagee title insurance policy ("Policy") to OptimumBank in respect of the Second Fraudulent Loan. Pursuant to the Policy:
- 14.1 ATIF insured OptimumBank against loss or damage sustained by reason of the title to the Property being vested otherwise than as asserted including but not limited to any defect on the title or unenforceability of the mortgage over the Property;
- 14.2 In the event of a claim being paid under the Policy, ATIF would be entitled to step into the shoes of OptimumBank to recover sums due to OptimumBank.
- 15 Subsequent to the closing of the OptimumBank loan, on 30 July 2004, the real Ms Dymmek discovered that the mortgages had been registered against the Property, disavowed any knowledge of the loans and brought a suit against OptimumBank to have the mortgage against the Property's title discharged.
- 16 No repayments of principal or interest pursuant to the terms of the Second Fraudulent Loan were made.
- 17 In or about November 2004, ATIF settled a claim made by OptimumBank under the Policy, thereby becoming subrogated to OptimumBank's rights against, inter alia, the

Defendants. Pursuant to an agreement entered into in November 2004 between OptimumBank and ATIF, OptimumBank assigned to ATIF any claims and causes of action it has against Ms Verner.

The Transfer Of The Fraudulently Obtained Funds To Butterfield

- 18 As pleaded above at paragraph 11, the sum of US\$318,843.76, being the proceeds of the First Fraudulent Loan obtained from Evans, was transferred to Bank Account 1 in Ms Dymmek's name at Butterfield. Bank Account 1 had a nil balance prior to the transfer of the proceeds of the First Fraudulent Loan.
- 19 On or about 3 August 2004 the sum of US\$1,257,525.95, which was the proceeds of the Second Fraudulent Loan, was transferred from the trust account of Ms Verner's solicitor at Orion Bank in Naples, Florida to Bank Account 1 in Ms Dymmek's name at Butterfield.
- 20 After the proceeds of the First Fraudulent Loan and the Second Fraudulent Loan were transferred into Bank Account 1, Ms Verner procured the transfer of the funds into other accounts under her control, including two Butterfield accounts namely accounts in the name of Eva Verner and Kazimiera Dzieduszyka as follows: Account number 01201016779 ("Bank Account 2") and Account number 04201016779 ("Bank Account 3").
- 21 At all material times, Ms Verner controlled the said Bank Accounts and neither Kazimiera Dzieduszyka nor any other person (other than the Plaintiff) had any interest in the said Bank Accounts or the funds in them.
- 22 Particulars of the transfers and withdrawals from Bank Account 1, Bank Account 2 and Bank Account 3 are set out in the tables below:

PARTICULARS**Account 1 (US\$)**

Date	Deposit/Transfer	Details of Deposit//Transfer	Balance
07/04/2004	+\$318,843.76	Net proceeds from Evans Loan.	\$318,843.76
08/04/2004	-\$58,642.00	Transfer to Account 2.	\$260,201.76
20/04/2004	-\$35,060.00	Transfer to US Bank	\$225,141.76
20/04/2004	-\$150,000.00	Transfer to Account 3.	\$75,141.76
03/08/2004	+\$1,257,525.95	Net proceeds from OptimumBank Loan	\$1,332,674.30
04/08/2004	-\$350,000.00	Transfer to Account 3.	\$982,674.30
05/08/2004	-\$313,620.18	Transfer to US Bank	\$669,054.12
02/09/2004	-\$400,000.00	Transfer to Account 3.	\$269,114.17
28/09/2004	-\$269,197.55	Transfer to Account 2.	Nil

Account 2 (US\$)

Date	Deposit/Transfer	Details of Deposit//Transfer	Balance
08/04/2004	\$58,642.00	Transfer From Account 1	\$58,647.00
08/04/2004	-\$58,642.00	Transfer to US Bank	\$5.00
28/09/2004	\$269,197.55	Transfer From Account 1	\$269,202.43
29/09/04	-\$200,100.00	Transfer to US Bank	\$69,102.31

Account 3 (£)

Date	Deposit/Transfer	Details of Deposit//Transfer	Balance
20/04/2004	£83,079.48	Transfer from Account 1.	£83,079.67
26/04/2004	-£33,880.52	Transfer to US Bank.	£49,199.15
25/06/2004	-£16,678.68	Transfer to US Bank.	£32,535.03
04/08/2004	£190,860.51	Transfer from Account 1.	£223,395.46
04/08/2004	-£19,402.32	Transfer to US Bank.	£203,993.14
26/08/2004	-£53,195.30	Transfer to US Bank.	£150,854.99
26/08/2004	-£19,619.47	Transfer to US Bank.	£131,235.52
02/09/2004	£222,382.83	Transfer from Account 1.	£353,618.03
29/09/2004	-£223,319.94	Transfer to US Bank.	£130,297.93

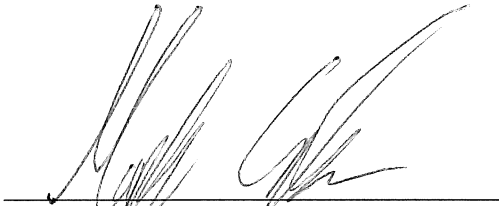
- 23 The First Defendant is liable to the Plaintiff. The funds remaining in Bank Account 1, Bank Account 2 and Bank Account 3 are the proceeds of the First Fraudulent Loan and the Second Fraudulent Loan obtained by Ms Verner and the accrued interest thereon are the subject matter of a constructive trust in the hands of the First and Second Defendants, and the Plaintiff claims a declaration to that effect.

24 In the premises, the First and/or Second Defendants are liable to transfer the said funds to the Plaintiff under a vesting order or to account for the same.

25 In the premises, the funds in the said accounts belong to ATIF.

AND THE PLAINTIFF CLAIMS:

- 1 Judgment against the First Defendant in the sum of US\$1,629,027.34;
- 2 A declaration that the First Defendant and the Second Defendant hold the sums in Bank Account 1, Bank Account 2 and Bank Account 3 and accrued interest thereon on trust for the Plaintiff;
- 3 A order that the Second Defendant transfer the said sums and accrued interest to the order of ATIF; and
- 4 Costs against the First Defendant.



Maples and Calder
Attorneys-at-law for the Plaintiff

This Writ was issued by Maples and Calder, Attorneys for the Plaintiff whose address for service is Uglard House, South Church Street, PO Box 309GT, George Town, Grand Cayman. (Ref. JPL/607987-01/1384843)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ¹⁴⁴ OF 2005

BETWEEN:

ATTORNEYS TITLE INSURANCE FUND INCORPORATED

Plaintiff

AND:

EVA PATRICK VERNER

First Defendant

BUTTERFIELD BANK (CAYMAN) LIMITED

Second 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 of Summons is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick where appropriate*)

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 Plaintiffs (*tick box*)

yes

no

Service of the Writ is acknowledged accordingly

.....

Dated: _____, 2005

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.

Attorneys Title Insurance Fund
C/o Maples and Calder
Attorneys-at-Law
Ugland House
South Church Street
P.O. Box 309 GT
George Town
Grand Cayman
Ref: JPL/607987

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

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

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 495GT, George Town, Grand Cayman.

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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. For the purpose of calculating the period of 28 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.
4. 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 Originating Summons)".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.