

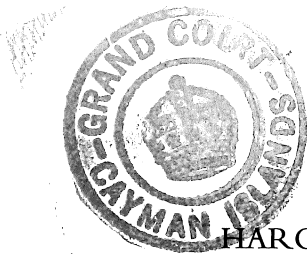
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 423 OF 2005

B E T W E E N:

(1) JAVA OIL LIMITED

(2) BRIGHTSIDE SERVICES LIMITED



AND



Plaintiffs

HAROLD VINCENT SULLIVAN II

Defendant

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WRIT OF SUMMONS

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TO: Harold Vincent Sullivan II  
234 East Colorado Blvd, Suite 230  
Pasadena, CALIFORNIA  
91101-2230, U.S.A.

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 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, P.O. Box 495 GT, 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 19<sup>th</sup> day of September 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 Acknowledgement of Service are given with the accompanying form.

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STATEMENT OF CLAIM

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1. The Plaintiffs are private limited companies incorporated under the laws of Gibraltar. The First Plaintiff's registered office is 28 Irish Town, Gibraltar. The Second Plaintiff's registered office is Suites 41/42, Victoria House, 26 Main Street, Gibraltar.
2. The Defendant is an attorney currently admitted and practising law in the State of California, United States of America (Member #39889). He resides at 3509 Canyonlands Road, Stockton, California, 95209, U.S.A. and maintains offices at, inter alia, at 234 East Colorado Blvd, Suite 230, Pasadena, California, 91101-2230, U.S.A.
3. The Defendant knowingly and unlawfully conspired with and assisted Mr. Peter Laycock ("Laycock") to prosecute a fraudulent claim for damages for personal injuries against the Plaintiffs before the Supreme Court of Gibraltar (the "Gibraltar Court") in Claim No. 2003-P-209 (the "Laycock Claim").
4. The Gibraltar Court had jurisdiction to try the Laycock Claim and was duly constituted in accordance with the laws of Gibraltar.
5. The Defendant participated in the bringing of Laycock's fraudulent claim from the outset and instructed Cruz & Co, a Gibraltar firm of solicitors, to commence the Laycock Claim. During the course of the proceedings, the Defendant *inter alia* proffered false witness statements and fabricated evidence which was adduced by Messrs. Cruz & Co to the Gibraltar Court in support of the Laycock Claim.
6. On 16<sup>th</sup> November 2004, upon the Plaintiffs' application, the Laycock Claim was

dismissed as an abuse of process of the Court by reason of the fraudulent acts of the Claimant, Mr Laycock, who was complicit in the conduct described at paragraph 5 hereof. The Court also ordered that the costs of the Laycock claim be paid by Mr Laycock to the Plaintiffs on an indemnity basis.

7. On 16<sup>th</sup> November 2004, upon the dismissal of the Laycock claim, the Plaintiffs successfully applied to join the Defendant to the Laycock Claim for the purpose of recovering its costs incurred in defending the Laycock Claim (the "Costs Claim"), and obtained leave to serve the Costs Claim on the Defendant out of the jurisdiction.
8. Following service of the Costs Claim on him, the Defendant challenged the jurisdiction of the Gibraltar Court and was represented by Counsel on that application. Following a full hearing, on 7 February 2005 the Gibraltar Court determined that the Defendant had been properly served and that it had jurisdiction to hear the dispute.
9. On 17<sup>th</sup> February 2005, the Court in Gibraltar gave directions for the further conduct of the Costs claim. In particular, the Court fixed 5<sup>th</sup> – 9<sup>th</sup> September 2005 for the hearing of the Costs claim. Such date was fixed by the Court after each side had been consulted by the Court with regard to their diary commitments. At the hearing on 17<sup>th</sup> February 2005, the Defendant by his Counsel confirmed that the dates 5<sup>th</sup>-9<sup>th</sup> September 2005 were convenient to the Defendant.
10. Until approximately 31<sup>st</sup> August 2005, very shortly before the trial of the Costs Claim, the Defendant actively defended the claim and was represented by his Counsel at interlocutory hearings on 29<sup>th</sup> April, 7<sup>th</sup> June, and 18<sup>th</sup> June 2005 before the Gibraltar Court.
11. Further, the Defendant complied with the directions given on 17<sup>th</sup> February 2005 and with directions given at subsequent interlocutory hearings.

He served a List of Documents and provided inspection. He served the report of a handwriting expert, and factual witness statements including those made by himself. He also approved and made additions to trial bundle and served an Opening statement on 11<sup>th</sup> August 2005 together with a further witness statement on that date. However, he failed to appear either in person or by counsel at that hearing. The trial proceeded in the Defendant's absence and the Plaintiffs were required to prove their case before the Gibraltar Court. The trial was conducted before the Chief justice of Gibraltar sitting in open court. He heard argument from the Plaintiffs and the Plaintiffs called witnesses to give evidence in open court before him.

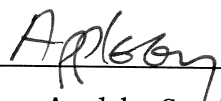
12. By Order of the Chief Justice of Gibraltar, Mr Justice Schofield, dated 6<sup>th</sup> September 2005, judgment was duly entered against the Defendant for the Plaintiffs' costs incurred in defence of the claim brought against the Plaintiffs by Peter Laycock, such costs to be assessed on an indemnity basis (the "Judgment"). Those costs were assessed by the Registrar on 9<sup>th</sup> September 2005 in the sum of £621,958.75.
13. The Chief Justice also ordered that the Defendant pay the Plaintiffs' costs of the Costs Claim, such costs to be assessed on an indemnity basis. At the date of issuing these proceedings, such costs have yet to be assessed.
14. The Judgment set out at paragraph 12 hereof is for a definite sum of money, is final and conclusive, and was made by a court of competent jurisdiction. In the premises, the Defendant is justly and truly indebted to the Plaintiffs in the sum of £621,958.75.
15. The Defendant has failed pay to the Plaintiffs the amount of the Judgment debt or any part thereof, which remains outstanding.
16. In addition, the Plaintiffs are entitled to interest on the Judgment from 6<sup>th</sup>

September 2005 to the date of payment, whether pursuant to the laws of Gibraltar at the rate of 6% per annum or pursuant to the Judicature Law at the rate of 5½% per annum or otherwise, alternatively at such rates and for such periods as the Court shall think fit.

**AND THE PLAINTIFFS claim:**

1. Payment of the sum found due in the Judgment, being the principal debt of £621,958.75.
2. Interest on the said sum of £621,958.75 whether pursuant to the Judgment or otherwise, at the rate of 6% or 5½% per annum, alternatively at such rates and for such periods as the Court shall think fit.
3. Payment of such costs as are held by the Registrar of the Supreme Court of Gibraltar to be due to the Plaintiffs upon an assessment of their costs in pursuing the Costs Claim, together with interest from 6<sup>th</sup> September 2005 until payment.
4. Costs.
5. Further and other relief as the Court deems fit.

Dated the 19<sup>th</sup> day of September 2005

  
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Appleby Spurling Hunter  
Attorneys-at-law for the Plaintiffs

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**INDORSEMENT**

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of £621,958.75 (excluding interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiffs or their Attorneys.

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THIS WRIT was issued by Appleby Spurling Hunter of Clifton House, 75 Fort Street, P.O. Box 190GT, Grand Cayman, Cayman Islands, Attorneys-at Law for the Plaintiffs, whose registered office addresses are 28 Irish Town, Gibraltar (in respect of the First Plaintiff) and Suites 41/42, Victoria House, 26 Main Street, Gibraltar (in respect of the Second Plaintiff).

(Ref. JW/MM/11089.001).