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CAUSE NO. OF 2006

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

**INTERCLAIM WORLDWIDE CLAIMS CONSULTANTS  
(A COMPANY INCORPORATED IN THE STATE OF GEORGIA)**

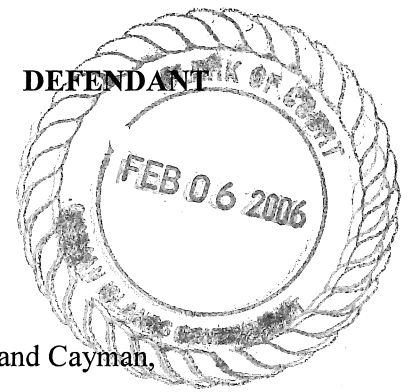
**PLAINTIFF**



AND

**THE STRAND – STRATA PLAN NO. 231**

**DEFENDANT**



\_\_\_\_\_  
**WRIT OF SUMMONS**  
\_\_\_\_\_

TO: The Strand – Strata Plan No. 231 of P.O. Box 32333 SMB, Grand Cayman, Cayman Islands, B.W.I.

**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 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 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 Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

**ISSUED** this 6th day of February 2006.

**NOTE** – This Writ may not be served later than 4 calendar 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.

## STATEMENT OF CLAIM

1. The Plaintiff is a company incorporated under the laws of the State of Georgia who at all material times has carried on the business of claim consultants in relation to insurance Claims.
2. The Strata Plan No. 231 is the Registered proprietor of the property known as The Strand, West Bay Road, Grand Cayman.
3. On 29<sup>th</sup> September 2004 InterClaim Worldwide Claims Consultants ("InterClaim") entered into a contract with the Strata Plan No. 231. The contract was signed by Michael Stoppel as agent of InterClaim and by Mr. Woodward DaCosta of Grand Cay Investments Limited, acting as agent for the Strata Plan No. 231.
4. The contract specified that InterClaim were to provide various services under the contract to enable the Strata Plan No. 231 to make a full claim under their insurance policy with Insurers following the Hurricane on 11<sup>th</sup> and 12<sup>th</sup> September 2004.
5. The contract provided that the consideration for the services to be performed by InterClaim would be 10% of the amount adjusted or otherwise recovered by the Strata Plan No. 231 from all and any insurance policies covering their losses resulting from the Hurricane on 11<sup>th</sup> and 12<sup>th</sup> September 2004.
6. On 17<sup>th</sup> February 2005 Mr. Woody DaCosta acting on behalf of the Strata Plan No. 231 agreed to accept the sum of US\$2,032,517.38 from Royal Star Assurance. InterClaim then submitted their fee statement to Mr. Woody DaCosta on 1<sup>st</sup> June 2005. The fee statement represented 10% of the total settlement value which amounted to US\$203,251.24 alternatively CI\$166,666.01.
7. The Plaintiffs' Attorneys have written on several occasions to Mr. Woody DaCosta, the agent of the Strata Plan No. 231, requesting payment of the Plaintiff's invoice. To date no payment has been received.
8. At the date of issue the Defendant has failed to pay the sum of CI\$166,666.01.
9. The Plaintiff also claims interest on the sum of CI\$166,666.01 pursuant to Section 34 of the Judicature Law at the rate of 3% per annum from 1<sup>st</sup> June 2005 to the date of issue.

### **AND THE PLAINTIFF CLAIMS:-**

1. The sum of CI\$166,666.01.

2. Interest pursuant to the Judicature Law and the Grand Rules from 1<sup>st</sup> June 2005 to today's date in the amount of CI\$3,438.7 and continuing at the daily rate of CI\$13.70.
3. Costs.
4. Such further relief as the Honourable Court may order.

Dated the 6th day of February 2006



**RITCH & CONOLLY**  
Attorneys at Law for the Plaintiff

If, within the time limited for returning the Acknowledgement of Service the Defendant pays the amount claimed to the Plaintiff or its attorneys further proceedings will be stayed.

**TO:** The Clerk of the Court  
**AND TO:** The Defendants of P.O. Box 32333 SMB, Grand Cayman