

IN THE GRAND COURT OF THE CAYMAN ISLANDS

341
CAUSE NO. OF 2006

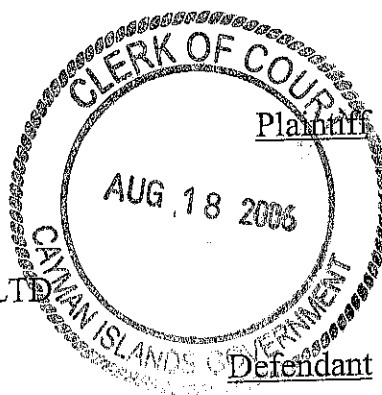


BETWEEN:

JEROME GIPPETTI

- and -

CAYMAN NATIONAL BANK LTD



WRIT OF SUMMONS

TO: CAYMAN NATIONAL BANK LTD., Cayman National Building, 200 Elgin Avenue, PO Box 1097GT, 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 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, 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 17th day of August, 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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Defendant carries on and at all material times carried on a retail banking business in the Cayman Islands.
2. The Plaintiff was a customer of the Plaintiff in the years 1999 and 2000 and had the following accounts with the Defendant:

Account:	02522408804-001
Mastercard Credit Card:	5425 6860 0623 0017
Mastercard Credit Card:	5425 6860 0623 0132

3. At the Plaintiff's request the Defendant set up and maintained the said accounts and provided banking services to the Plaintiff and the Plaintiff operated the said accounts at all material times under a contract between the Defendant as Banker and the Plaintiff as customer. There were express or alternatively implied terms of the said contract as follows:-
 - (a) The Defendant agreed to provide banking services to the Plaintiff and the Plaintiff was free to avail himself of those services until the banker/customer relationship was terminated by either party.
 - (b) In the course of the banker/customer relationship the Plaintiff would *inter alia* deposit monies with the Defendant Bank, withdraw monies from the Defendant Bank, be afforded credit by the Defendant Bank, pay any sums due to the Defendant Bank and undertake other usual retail banking transactions.
 - (c) The Defendant would keep records of the Plaintiff's banking transactions on the said accounts.
 - (d) The Defendant would maintain the said records or copies thereof for a period of at least 6 years.
 - (e) The Defendant would provide to the Plaintiff at the Plaintiff's request copies of any of the said records of his banking transactions with the Defendant upon payment by the Plaintiff to the Defendant of a reasonable fee(s).

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The above are the best particulars that the Plaintiff is able to give until discovery herein be given and the bank mandate(s) for the accounts set out in paragraph 2 are provided by the Defendant to the Plaintiff.

4. On Friday, 28th July 2006 the Plaintiff's attorneys on the instructions of the Plaintiff wrote to the Defendant to seek (a) to discover if specific records of his banking transactions on the accounts set out in paragraph 2 above in the years 1999 and 2000 still existed and if they did so exist (b) what the bank's charges would be to produce them to the Plaintiff and (c) to obtain copies of the records of those specific banking transactions in the years 1999 and 2000 on the accounts set out in paragraph 2 above by a specific date or dates to be specified by the Defendant. To assist the Defendant the information requested was set out in 3 schedules and those schedules are appended hereto
5. In breach of contract the bank has failed and refuses to comply with the Plaintiff's requests and by letter dated 14th August 2006 wrote to the Plaintiff's attorneys stating that the Plaintiff "is not entitled to the documents sought".
6. By reason of the matters aforesaid the Plaintiff has suffered loss and damage and without an order of the Court the Plaintiff will not be able to obtain copies of his records from the Defendant.
7. The Plaintiff is entitled to and claims interest on any damages he is awarded pursuant to section 34 of The Judicature Law at such rate and for period as the Court may determine.

AND THE PLAINTIFF CLAIMS:

1. damages;
2. interest as aforesaid;

AND THE PLAINTIFF SEEKS ORDERS THAT:-

3. the Defendant do disclose to the Plaintiff forthwith whether or not the records requested in the schedules attached hereto remain in the custody or control of the Defendant;
4. insofar as any record(s) are identified as still existing under paragraph 3 of this prayer, that the Defendant do inform the Plaintiff's attorneys within 5 business

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days of the Order made herein of the Defendant's charge(s) for producing such records to the Plaintiff; and that

5. the Defendant do deliver up to the attorneys for the Plaintiff any of the requested records identified by the Defendant as still existing under paragraph 3 of this prayer above for which the Plaintiff has paid the charge(s) specified under paragraph 4 of this prayer above within 7 days of such payment being made by the Plaintiff to the Defendant;

AND THE PLAINTIFF FURTHER CLAIMS:-

6. costs;
7. such further or other relief as the Court may determine.

Bodden & Bodden
Bodden & Bodden
Attorneys for the Plaintiff

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SCHEDULE 1

TO LETTER TO CNB OF Friday, July 28, 2006

For Mastercard Account No.: 5425 6860-0623-0017

Record(s) to Be Copied and Supplied to Bodden & Bodden	Does the requested Record Exist Yes/No	Bank's Charge to Obtain Copy of Record US\$	Estimated Date Copy of Record will be provided to Bodden & Bodden
Card applications in 1999			
Card Applications in 2000			
Monthly or periodic statements from 1999			
Monthly or periodic statements from 2000			
Charge Receipts from 1999			
Charge Receipts from 2000			
Cash Advance confirmations in 1999			
Cash Advance confirmations in 2000			
Payments or funds transferred to/for balances due in 1999			
Payments or funds transferred to/for balances due in 2000			
Correspondence regarding this card/account in 1999			
Correspondence regarding this card/account in 2000			

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SCHEDULE 2

TO LETTER TO CNB OF Friday, July 28, 2006

For Mastercard Account No.: 5425 6860-0623-0132

Record(s) to Be Copied and Supplied to Bodden & Bodden	Does the requested Record Exist Yes/No	Bank's Charge to Obtain Copy of Record US\$	Estimated Date Copy of Record will be provided to Bodden & Bodden
Card applications in 1999			
Card Applications in 2000			
Monthly or periodic statements from 1999			
Monthly or periodic statements from 2000			
Charge Receipts from 1999			
Charge Receipts from 2000			
Cash Advance confirmations in 1999			
Cash Advance confirmations in 2000			
Payments or funds transferred to/for balances due in 1999			
Payments or funds transferred to/for balances due in 2000			
Correspondence regarding this card/account in 1999			
Correspondence regarding this card/account in 2000			

*Gipetti v Cayman National Bank Ltd.***SCHEDULE 3****TO LETTER TO CNB OF Friday, July 28, 2006**

For Account No.: 0252240804-001

Item No.	Record(s) to Be Copied and Supplied to Bodden & Bodden	Does the requested Record Exist Yes/No	Bank's Charge to Obtain Copy of Record US\$	Estimated Date Copy of Record will be provided to Bodden & Bodden
1	Account applications in 1999			
2	Account Applications in 2000			
3	Loan Applications in 1999			
4	Loan Applications in 2000			
5	Promissory notes in 1999			
6	Promissory notes in 2000			
7	Monthly or periodic bank statements in 1999			
8	Monthly or periodic bank statement in 2000			
9	Passbooks in 1999			
10	Passbooks in 2000			
11	Certificates of Deposit in 1999			
12	Certificates of Deposit in 2000			
13	Cancelled cheques in 1999			
14	Cancelled cheques in 2000			
15	Cheque Registers in 1999			
16	Cheque Registers in 2000			
17	Credit and debit memos and advices in 1999			
18	Credit and debit memos and advices in 2000			
19	Wire transfer authorizations in 1999			
20	Wire transfer authorizations in 2000			
21	Letters of Credit in 1999			
22	Letters of Credit in 2000			
23	Duplicate deposit slips and deposited items in 1999			
24	Duplicate deposit slips and deposited items in 2000			
25	Cashiers cheques in 1999			
26	Cashiers cheques in 2000			

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27	Money Order in 1999			
28	Money Order in 2000			
29	Safe Deposit rental agreement in 1999			
30	Safe Deposit rental agreement in 2000			
31	Safe Deposit Box Visiting Ledgers 1999			
32	Safe Deposit Box visitigin Ledgers 2000			
33	Correspondence regarding this account of any nature in 1999			
34	Correspondence regarding this account of any nature in 2000			
35	Memoranda maintained by the bank recording communications between the bank and me or anyone acting on my behalf and documenting actions taken by the bank pursuant to directions received from me or on my behalf in 1999			
36	Memoranda maintained by the bank recording communications between the bank and me or anyone acting on my behalf and documenting actions taken by the bank pursuant to directions received from me or on my behalf in 2000			
37	Memoranda maintained by the bank recording decisions of the bank regarding the account in 1999			
38	Memoranda maintained by the bank recording decisions of the bank regarding the account in 2000			

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ³⁴ OF 2006

BETWEEN:

JEROME GIPPETTI

PLAINTIFF

- and -

CAYMAN NATIONAL BANK LTD.

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.

CAYMAN NATIONAL BANK LTD.

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2. State whether the Defendant intends to contest or otherwise participate in the proceedings (*tick appropriate box*).

yes

no

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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

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 of 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 his 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.