

IN THE GRAND COURT OF THE CAYMAN ISLANDS

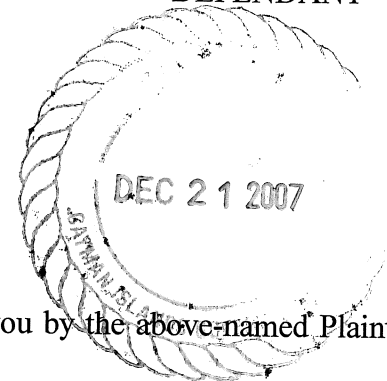
CAUSE NO. 627 OF 2007

BETWEEN: KEVIN SHAWN ANDERSON PLAINTIFF

AND: ISLAND COMPANIES LIMITED DEFENDANT

WRIT OF SUMMONS

TO: Island Companies Ltd.
224 North Sound Road
Grand Cayman



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 Fourteen days (14) 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, 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 judgment may be entered against you forthwith without further notice.

Issued this 21st day of December, 2007

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.

STATEMENT OF CLAIM

1. The Plaintiff was at all material times an employee of the Defendant.
2. The Defendant is a corporate entity and was at all material times carrying on the business of buying and selling diamonds and jewelry. The Defendant's head office is located at 224 North Sound Road, Grand Cayman and was the sole employer of the Plaintiff.
3. On or around 1996 the Plaintiff entered into a contract of employment with the Defendant. The Plaintiff was employed as a maintenance man for about 11 years.
4. The Defendant instructed the Plaintiff to carry out duties as a quasi security guard. He was on a twenty-four hour call and would attend at any store location and arm or disarm an alarm system whenever called upon to do so, sometimes during late hours of the nights and very early in the mornings.
5. The Defendant instructed the Plaintiff to carry large amounts of cash and jewelry each day to and from the head office on North Sound Road to various other store locations around George Town. The Plaintiff was also given large deposits of cash and cheques on a regular basis and the Plaintiff would deposit the cash and cheques at the bank by himself and sometimes he would accompany other employees to the bank with the deposits.
6. The Defendant gave the Plaintiff and certain other employees keys to all the stores and combination to all its safes except that the Plaintiff was not given combination to one safe that was located in the Accountant's office.

7. The Defendant gave the Plaintiff explicit and/or implied and/or apparent authority to enter into any office or safe of the Defendant to which he was given a key and/or combination.
8. The Defendant gave the Plaintiff the combination to the safe in the Diamond and Jewelry Purchaser's office.
9. On or around 1st February, 2007, the Defendant wrongfully reported to the Police that the Plaintiff had stolen a diamond from the Diamond and Jewelry Purchaser's safe located in the Diamond and Jewelry Purchaser's office with a value of US\$58,000. The Diamond and Jewelry Purchaser has a separate office from the accountant.
10. Sometimes thereafter, on or around 5th February, 2007, the Defendant carried out an inventory of its stocks dating back to July, 2006. The Defendant alleged that there had been a short fall in the diamonds and jewelry and without any or proper basis, wrongfully assumed that the Plaintiff had stolen the short fall of diamonds and other jewelry and made further reports to the Police that the Plaintiff stole diamonds and jewelry with a total value of **CI\$323,314.78**.
11. The Defendant knew or ought to have known that if they made reports to the Police that the Plaintiff had stolen diamonds and jewelry to the valued of CI\$323,314.78, the Plaintiff would suffer imprisonment and his good character would be defamed.
12. As a result of the Defendant's report to the Police that the Plaintiff had stolen their diamonds and jewelry, the Plaintiff was arrested, put in hand cuffs and taken to his apartment in a police vehicle where his house was thoroughly searched. No diamonds or jewelry belonging to the Defendant was found in the possession of the Plaintiff.

13. The Plaintiff was then transported to the George Town Police Station where he was thoroughly searched, finger printed and photographed. He was handcuffed to a chair at the Police station in the presence of his uncle, his managers and co-worker. The Plaintiff suffered tremendous humiliation. He was later charged with the offence of theft contrary to the Penal Code Law, 2006 Revision and was remanded in custody. The Plaintiff was later transferred to Northward Prison.
14. As a result of the false report made against the Plaintiff by the Defendant, the Plaintiff suffered the loss of a vacation and the chance to spend time with his family and young child overseas. When the Police searched the Plaintiff's home on 1st February, 2007, his plane ticket which cost him CI\$314.25 was confiscated along with his passports. The ticket had a departure date of 2nd February, 2007 to return to Grand Cayman on Sunday 4th February, 2007. After release from Prison some four months later, the Plaintiff was never able to recover the CI\$314.25 for that airline ticket.
15. The Plaintiff was granted bail in the Magistrate Court on condition that he provide surety in the amount of CI\$500,000.00. The amount of surety was set based on the value of diamonds and jewelry that the Defendant informed the Police that the Plaintiff had stolen from it. The Plaintiff was unable to provide surety in the amount of CI\$500,000.00 so he was sent back to prison.

16. On or around 17th May, 2007, the Defendant instructed the Crown Prosecutor that the value of diamonds and jewelry allegedly stolen was US\$137,786.10 or (CI\$134,785.10) and not CI\$323,314.78 as was represented on or around 8th February, 2007. As a result of the reduction in value of the diamonds and jewelry allegedly stolen, the Grand Court had no choice than to reduce the amount of surety that was previously required. It was only at this stage that the Plaintiff was granted bail although certain restrictions applied to his bail conditions.
17. The Plaintiff was restrained from leaving the Cayman Islands. He was also not permitted to travel to Florida to visit with his family and baby. He had to report to the West Bay Police station every day between the hours of 12:00 p.m. to 2:00 p.m. He was also restrained from going 100 yards of the airport or dock. The Plaintiff could not go to the beach for fear that he may have breached his bail conditions. The Plaintiff had never been arrested, hand-cuffed nor put in prison before. The Plaintiff was falsely imprisoned from 1st February, 2007 until 25th May, 2007, a total of approximately 4 months.
18. During and after imprisonment, the Plaintiff suffered much pain and anguish, distress, embarrassment and humiliation. After his release from prison, he felt as though everyone in the community were looking at him as if he was a thief.
19. As a result of the Defendant's deliberate misrepresentation of the total value of the diamonds and jewelry allegedly stolen, the Plaintiff was incarcerated for a further three months and three weeks.
20. Had the Defendant not willfully fabricated the total value of diamonds and jewelry allegedly stolen, the Plaintiff would have been released on bail some one week after his arrest.

21. The Defendant caused the Plaintiff to be falsely imprisoned for approximately four months.
22. The Plaintiff was employed by the Defendant for over 11 years. He developed a lot of friends in his place of employment as well as throughout the community. His reputation has been tarnished.
23. The Defendant without lawful or just cause, wrongfully terminated the Plaintiff's contract of employment on 1st February, 2007. The Plaintiff has not regained employment since that date and has suffered loss of wages.
24. As a result of the Defendant's breach, the Plaintiff has suffered further loss and damage.

PARTICULARS OF BREACH OF CONTRACT

25. The Defendant is in breach of contract in that:
 - (a) it terminated the Plaintiff's contract of employment without any lawful or just cause;
 - (b) failed to compensate the Plaintiff for severance pay, holiday and vacation pay, etc.
26. The Defendant is liable to the Plaintiff for defamation of his character.

PARTICULARS OF DEFAMATION OF CHARACTER

27. The Defendant has defamed the Plaintiff's character in that:
 - (a) It caused the Plaintiff's name to be published in the Caymanian Compass on Tuesday 13th February, 2007 which stated that he had stolen diamonds and jewelry from the Defendant to the worth of CI\$323,314.78 and that he was denied bail and remanded in custody.

- (b) It caused an article to appear on the internet that the Plaintiff had stolen diamonds and jewelry from its store.
 - (c) On or around 13th January, 2007, the Plaintiff's name was also broadcast on National Television, namely CITN that he had stolen diamonds from the Defendant to the worth of CI\$323,314.78 and that he was denied bail and remanded in custody.
 - (d) Caused the Plaintiff to suffer much humiliation during a seven day trial by jury and the publication of his trial in the media.
 - (e) Caused the Plaintiff to be falsely imprisoned for about four months.
 - (f) Cause the Plaintiff's name to be published in the media branding him as a thief seriously defaming the Plaintiff's good reputation and character.
 - (g) Failed to take any steps necessary to ensure whether the Plaintiff had stolen its diamonds or jewelry before reporting to the Police.
 - (h) Saw on a video tape that the Plaintiff did not steal any diamonds or jewelry or anything at all from it's safe or store but proceeded to make false report to the Police.
28. As a result of the matter aforesaid the Plaintiff has sustained loss and damage. This loss and damage is a direct result of the Defendant's wrongful actions and false accusations against the Plaintiff.

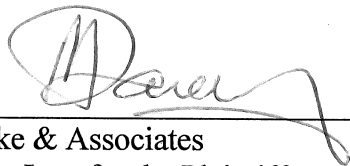
PARTICULARS OF LOSS AND DAMAGES

- (i) Breach of Contract of Employment;
 - (ii) Loss of earnings during the period 1st February to 11th October, 2007;
 - (iii) Loss of overtime, back pay and holiday pay;
 - (iv) Loss of a vacation with his family;
 - (v) Loss of the cost of an airline ticket in the amount of CI\$314.45; and
 - (vi) Loss of future earnings
29. The Plaintiff claims interest on all sums due pursuant to the Judicature Law at such rate as prescribed under the Grand Court Judgment Debts Rate.

AND the Plaintiff claims:

- (i) Breach of Contract of Employment;
- (iii) False Imprisonment;
- (iv) Defamation of Character;
- (v) Interest; and
- (vi) Costs.

Dated this 21st day of December, 2007



Facey-Clarke & Associates
Attorneys-at-Law for the Plaintiff

To: The Clerk of Court

And to: Island Companies Ltd.
224 North Sound Road
Grand Cayman

This Writ and Statement of Claim was issued by Facey-Clarke & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of the said Attorneys-at-Law, Unit 119 Ground Floor, Elizabethan Square, Grand Cayman

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 627 OF 2007

BETWEEN: KEVIN SHAWN ANDERSON PLAINTIFF

AND: ISLAND COMPANIES LIMITED 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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest 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 no

Service of the Writ is acknowledged accordingly on the _____ day of _____, 2007

Defendant or his Attorney

Please complete overleaf

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.

Facey-Clarke & Associates Unit 119, Ground Floor, Elizabethan Square P.O. Box 2545, KY1-1104 Grand Cayman, Cayman Islands Tel: 345 946-8111 Fax: 345 946-8141 Email:
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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