

1 IN THE GRAND COURT OF THE CAYMAN ISLANDS
2 CRIMINAL SIDE
3

4 INDICTMENT NO: 0059/2011
5

6
7 THE QUEEN

8
9 V

10
11 PAUL RUSSELL LANKFORD

12
13 &

14
15 SYDNEY SHEA SOLOMON
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18 **Appearances:**

For the Crown:

19 **Mr. Michael Snape Crown Counsel, on behalf of the**
20 **DPP**

21
22 **Defence Counsel:**

23 **Mr. John Furniss on behalf of the Defendant**

24 **Before:**

Honourable Mr. Justice Charles Quin

25 **Sentencing Submissions Heard:**

1st and the 14th February 2013
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27 **SENTENCE RULING**
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30 1. On the 21st September 2012 the Defendant, Paul Lankford, pleaded guilty to Counts
31 3, 6, and 9 of Indictment Number 59 of 2011.

32 2. Count 3 is the charge of Obtaining Property by Deception contrary to s.247 of the
33 Penal Code (2007 Revision), in that Paul Lankford and Sydney Shea Solomon, on
34 the 10th day of September 2010, in Grand Cayman, dishonestly obtained from
35 Foster's Food Fair Limited a valuable security, to wit cheque #111778 for the sum
36 of five thousand dollars (\$5,000.) with the intention of permanently depriving
37 Foster's Food Fair Limited thereof, by deception, namely by falsely representing

1 that Punch N' Play card #152374 was for a winning value of five thousand dollars
2 (\$5,000.).

3 3. Count 6 is the charge of Theft contrary to sections 235 and 241 of the Penal Code
4 (2007 Revision), in that, Paul Lankford, on the 25th day of August 2010, at Foster's
5 Food Fair Supermarket, Countryside, Savannah, Grand Cayman, stole one hundred
6 dollars (\$100.00) the property of Foster's Food Fair Limited.

7 4. Count 9 is the charge of Attempting to Obtain Property by Deception, contrary to
8 s.247 of the Penal Code (2007 Revision), in that, Paul Lankford, on the 25th day of
9 August 2010, in Grand Cayman, dishonestly attempted to obtain from the Republic
10 Branch of Foster's Food Fair Limited the sum of two thousand five hundred dollars
11 (\$2,500.), with the intention of permanently depriving Foster's Food Fair Limited
12 thereof, by deception, namely by falsely representing that Punch N' Play card
13 #119311 was for a winning value of two thousand five hundred dollars (\$2,500.)
14 instead of its actual winning value of one dollar (\$1.00).

15 5. On this Indictment a *Nolle Prosequi*, pursuant to s.11 of the Criminal Procedure
16 Code (2011 Revision) was entered by the Crown in relation to the co-defendant
17 Sydney Shea Solomon in open Court on the 19th October 2012, which was signed by
18 the DPP on the 3rd October 2012, thereby discontinuing proceedings against Sydney
19 Shea Solomon.

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SUMMARY OF FACTS

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6. Foster’s Food Fair provides a Punch N’ Play card competition for 8 weeks during any given year. The cards are printed by a company named Scratchoff in Ohio, USA, with denominations from ten thousand dollars to one dollar. Needless to say there are many more cards at the low figures of one dollar, five dollars, and very limited cards at the high figures of ten thousand and five thousand dollars. The allocation is as follows:

	Amount \$	Number of cards
	\$10,000	1
	\$5,000	2
	\$2,500	6
	\$1,000	8
	\$500	10
	\$100	175
	\$50	200
	\$20	1,000
	\$10	1,500
	\$5	3,000
	\$1	124,500
Totals	\$260,000	130,402



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7. Each Punch N’ Play card is distinguished by a unique control number and a fixed denomination amount. This is documented on a spreadsheet – listing every card and its corresponding value – which is handed over to Foster’s. This is done to verify the winning card redeemed and to protect the integrity of the programme.

8. During the period of the competition, as customers shop they are given a Punch N’ Play scratch card, which conceals prizes ranging from one dollar to ten thousand dollars. Each card contains two hundred and ninety dollars worth of punch opportunities. As customers spend they are able to redeem punches on their cards which are equivalent to the total value of their purchases. Once the card has been

1 filled, the supervisor or manager must scratch the card for the card to be valid. If a
2 customer or staff member other than a supervisor or manager punches the card, the
3 card is deemed invalid and not eligible for any pay out.

4 Prizes from one thousand dollars and upwards are paid out by cheques, while prizes
5 of lesser amounts are paid out in cash at the time of the card's redemption.

6 Photographs of all the prize winners are taken and then posted to validate claims that
7 prizes were redeemed.

8 9. On Wednesday the 25th August 2010 the Defendant redeemed a Punch N' Play card
9 in the amount of one hundred dollars (\$100) at Foster's Countryside branch. This
10 amount was paid to the Defendant in cash at the time the card was redeemed. His
11 photograph was taken and placed on the winners' board in the stores, and it was later
12 found that this card had been tampered with.

13 10. Again on Wednesday the 25th August 2010 the Defendant went to Foster's Republic
14 store in West Bay and attempted to redeem a Punch N' Play card with control
15 number #119311 in the amount of two thousand five hundred dollars (\$2,500.). This
16 amount was not paid out to him because the card had appeared to be tampered with
17 and was voided. It was discovered that the original denomination on the card was
18 one dollar (\$1.00), which had been altered to two thousand five hundred dollars
19 (\$2,500.).

20 11. On Friday the 10th September 2010 the Defendant's girlfriend and former co-
Defendant, Sydney Solomon, redeemed a Punch N' Play card with control number
#152374 in the amount of five thousand dollars (\$5,000.) at Foster's Food Fair in
East End. This was paid in the form of Foster's Food Fair cheque #11778 dated the



1 10th September 2010 in the amount of five thousand dollars (\$5,000.) in the name of
2 the Defendant's girlfriend. The original denomination on this card was one dollar
3 (\$1.00) which had been altered to read five thousand dollars (\$5,000.).

4 12. Also on the 10th September 2010 Mr. Foster, the Managing Director of Foster's
5 Food Fair, whilst looking at the winners' board, noticed a photo of the Defendant in
6 the one hundred dollar section as well as the new photo in the five thousand dollar
7 section, which he had taken earlier with his girlfriend. It was at this time that Mr.
8 Foster became aware that the Defendant had tried to redeem a forged Punch N' Play
9 card in the amount of two thousand five hundred dollars (\$2,500.) on the 25th August
10 2010.

11 13. Both the Defendant, Paul Lankford, and his girlfriend, Sydney Solomon, were
12 contacted by Foster's and asked to return the funds as there was suspicion relating to
13 the cards as a result of which Paul Lankford and his girlfriend, Ms. Solomon, visited
14 the Foster's Airport Road location and returned four thousand five hundred dollars
15 (CI\$4,500.00).

16 14. The two were interviewed separately at Foster's on Friday the 10th September 2010,
17 following on which the Defendant was arrested and cautioned by Officer Williams
18 at Foster's and transported to George Town Police Station where he was booked in,
19 processed and bailed.

20 15. Crown counsel, Michael Snape, confirms that all the funds referred to in the
21 Indictment have been returned to Foster's Food Fair Limited. Crown counsel
22 confirmed that the Defendant has no previous convictions. The Crown also accepts
 that the Defendant is entitled to credit for both his pleas of guilty and previous good



1 character. Additionally, the Crown informed the Court that the Defendant had
2 provided assistance to the Crown.



3 *SUBMISSIONS ON BEHALF OF THE DEFENDANT*

4 16. Defence counsel, Mr. Furniss, confirmed that the Defendant had repaid the money.
5 The Defendant had been cooperative and had admitted his offence.

6 17. Mr. Furniss pointed out that the Defendant did not create the false cards, but he did
7 take advantage of them. Mr. Furniss said the Defendant knew the cards had been
8 altered. The Defendant had been drinking heavily and had previously been under
9 treatment at the Mental Health Unit of the George Town Hospital. Nevertheless, Mr.
10 Furniss said that the Defendant fully accepts his responsibility for this offence. The
11 Defendant accepts that it was a foolish and stupid action and the Defendant has
12 apologized to Foster's for the inconvenience.

13 18. The Court has been greatly assisted by the Social Inquiry Report (SIR) from
14 Probation Officer Ms. Erica Ebanks of the Department of Community Rehabilitation
15 (DCR) dated the 26th January 2013. This report confirms that the Defendant was
16 admitted to the Mental Health Unit due to his excessive alcohol intake and he was
17 found to be a risk to himself.

18 19. The Defendant accepted that he had falsely presented the one dollar (\$1.00) card for
19 one hundred dollars (\$100.). The Defendant also accepted that he attempted to
20 present the false card for two thousand five hundred dollars (\$2,500.), and that he
21 and Ms. Solomon presented the false card for five thousand dollars (\$5,000.).

22 20. The Defendant stated to the Probation Officer that every time he took these cards
23 into Foster's he had been drinking heavily.

- 1 21. The Probation Officer confirms that the Defendant is genuinely remorseful and says
2 *“it was something stupid”* and he wishes he had *“never done it.”*
- 3 22. The Defendant completed his Secondary Education and obtained a Microsoft Degree
4 and the Defendant has a history of gainful employment.
- 5 23. The Probation Officer confirms that the Defendant had been extremely compliant
6 and cooperative with the DCR.
- 7 24. Using the Level of Service/Case Management Inventory (LS/CMI) Risk Assessment
8 Tool under the supervision of a certified user, the DCR assessed the Defendant’s
9 overall risk of reoffending within one year as low, which is interpreted to mean that
10 he has an 8% risk of reoffending.



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1 *ANALYSIS AND CONCLUSION*

2 25. There were at least three other persons involved in this unlawful enterprise.

3 26. One co-accused, Ryan McTaggart, pleaded guilty to uttering a false document
4 before the Summary Court. The Summary Court admonished the Defendant and no
5 conviction was recorded.

6 27. A second co-accused, Jodie Foster, pleaded guilty to charges of uttering a false
7 document, theft, making a false document and obtaining property by deception. The
8 four charges related to a single transaction whereby the co-accused, Ms. Foster,
9 redeemed a one dollar card for five hundred dollars (\$500.00) at Foster's
10 Countryside. Again the Summary Court recorded no conviction, but placed Ms.
11 Foster on probation.

12 28. I understand from counsel for the Defendant that the Defendant's intention was to
13 plead guilty before the Summary Court, but, unfortunately for him, his co-accused,
14 Sydney Shea Solomon, elected trial before the Grand Court, thereby forcing the
15 Defendant, Paul Lankford, into the Grand Court. Subsequently, on the 19th October
16 2012 the Crown entered a *nolle prosequi* in relation to Sydney Solomon.

17 29. I take into account the fact that all the monies have been returned to Foster's and the
18 very fair and sympathetic approach that Mr. Woody Foster has taken. I also take into
19 account the fact that the Defendant is assisting the Crown. I finally take into account
20 that the Defendant was cooperative and, most importantly, that he has pleaded
21 guilty.



1 30. I acknowledge the Court's gratitude to Erica Ebanks, the Probation Officer, for her
2 comprehensive SIR, and I can find no good reason not to follow the
3 recommendations she has made at the conclusion of her report.

4 31. Accordingly, the Defendant is sentenced as follows:

5 a. Probation for 12 months.

6 b. The Defendant is to attend counselling as directed by the assigned Probation
7 Officer.

8 c. The Defendant is to attend and complete any programme deemed suitable by
9 the assigned Probation Officer.

10 d. The Defendant is to complete two hundred and forty (240) hours of community
11 service – supervised by the assigned Probation Officer – within the twelve
12 month period of his probation.

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15 **Dated this the 19th February 2013**

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19 **Honourable Mr. Justice Charles Quin**
20 **Judge of the Grand Court**

