



COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2025

BETWEEN: NANCY SIGAS

PLAINTIFF

AND: PRISILLA BERRY

1ST DEFENDANT

AND: THE DIRECTOR OF CUSTOMS AND BORDER CONTROL

2ND DEFENDANT

WRIT OF SUMMONS

TO: PRISILLA BERRY
George Town, Grand Cayman, Cayman Islands

AND TO: THE DIRECTOR OF CUSTOMS AND BORDER CONTROL
PO Box 898
George Town, Grand Cayman KY1-1103
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you, (or where this Writ is served on you out of the jurisdiction pursuant to an Order of the Court, within 28 days) counting the day of service, you must either satisfy the claim or return to the Court's Office, PO Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands 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 any 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 ...^{2nd}..... day of July 2025.

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 original issuance unless renewed by order of the Court

IMPORTANT

Directions for the Acknowledgement of service are given with the accompanying form.

STATEMENT OF CLAIM

The Parties

1. The Plaintiff was lawfully resident in the Cayman Islands at the material times but whose native tongue is the Spanish language.
2. The 1st Defendant was employed to the Cayman Islands Customs and Border Control as a Senior Customs and Border Control Officer.
3. The 2nd Defendant is the Director of Customs and Border Control.

The Background

4. On or about the 12th May 2021, the Plaintiff was arrested by Customs and Border Control (CBC) officers at the Owen Roberts airport on suspicion of 'Engaging in Smuggling' and 'Evading Customs duty'. She had imported into the island in suitcases, items including clothes, shoes, personal hygiene products and jewelry. The jewelry amounting to over 40,000.00usd were seized on the basis that she had failed to declare their full value on the required form.
5. The clothes shoes and personal products were also seized but returned sometime later without any duties being imposed initially. The Plaintiff was bailed to return for an interview at the Cayman Islands Detention Center on or about the 6th August 2021. She was assisted during the interview by Crister Brady, attorney-at-law and an interpreter as her native tongue is Spanish. The Plaintiff was questioned about all the jewelry seized and her failure to declare them. She accepted that due to some ignorance and language challenges on her part, she had failed to declare them and therefore agreed to pay the fines and penalties applicable instead of being summoned to court.
6. During the interview, photographs of the seized jewelry were shown to the Plaintiff which she agreed were all the items seized. She was asked for and provided receipts to the 1st Defendant for all items bought by her during the visit to the US. The receipts included those for the clothes, shoes and other personal property. The jewelry was placed in a brown evidence bag and sealed by the 1st Defendant in the presence of the plaintiff and her attorney. Much of the items of clothes, shoes and other miscellaneous personal properties on the receipts she provided to the 1st Defendant did not enter Cayman Islands but remained in the USA where they were bought. The other items of clothes, shoes and personal hygiene which were taken into Cayman Islands were kept for some time by CBC but subsequently returned to the Plaintiff. After paying the required penalties and duties amounting to 13,849.92kyd, the Plaintiff made contact with Alberto Powery, the supervisor of the 1st Defendant several times without success in attempting to arrange the retrieval of the jewelry she had been told she could collect after paying the fines and penalties. This took several months until the Plaintiff contacted her attorney for assistance. Following discussions between her attorney and Alberto Powery, the Plaintiff was directed to attend the office of the 1st Defendant to collect the jewelry.
7. The Plaintiff and her interpreter attended the office of the 1st Defendant when it was observed by the Plaintiff and her interpreter that the brown exhibit bag previously sealed with all the jewelry in the presence of the Plaintiff and her attorney at the end of the recorded interview at the detention center, was already open with the seal tampered and the bag fully open. The jewelry was poured out and during an inventory by the Plaintiff, it was observed that some of the jewelry was missing from the jewelry seized. The first Defendant

failed to return the remainder of the jewelry valued approximately 13, 244.57usd at the time. When this was pointed out by the Plaintiff, the 1st defendant gave the Plaintiff a hand-written receipt on a yellow legal sized paper acknowledging the absence of the missing items while indicating to the Plaintiff that the whereabouts of the missing jewelry would be investigated.

8. Since then there have 2 meetings with the Plaintiff and her supervisors concerning the return of her property or compensation of the replacement value of the items stolen. A third meeting was held at the CBC in October 2022 where the Plaintiff's attorney was invited and which was chaired by the 2nd Defendant. At that meeting, the 1st defendant was present, Marlon Bodden Deputy Director, Martin Bodden of the Professional Standards Branch of CBC, and Alberto Powery, Assistant Director of CBC were also present. At the first meeting on 29th January 2022, the Plaintiff, her interpreter and her attorney attended the CBC office where the 1st defendant, her supervisor Alberto Powery and others were present. There was no useful information provided as to the whereabouts of the plaintiff's jewelry. At that meeting the plaintiff's attorney questioned the 1st defendant about the irregular nature of the purported hand-written receipt on yellow legal paper and was told that 'all the receipt books at Customs were finished at the time'. The 1st defendant was told by the plaintiff's attorney that if the jewelry was not returned or compensated within 7 days, the plaintiff would report the matter to the police. On the 7th February 2022, the 1st defendant called the plaintiff's attorney, announcing that an investigation was ongoing and that she had called Italian Jewelers INC as part of her investigations and spoken with someone there, but provided no further useful information. As a result of the failure of the 1st Defendant to return the missing jewelry as per the deadline provided, a report was made to the financial crime police. The 1st defendant sent the plaintiff's attorney an email later that date. The Plaintiff's attorney's employer after the police report was made on the 7th February, was sent an email that evening purportedly from the Director of WORC announcing that the previous, and by then expired work permit application of the Plaintiff's attorney from a previous year had been submitted late and that as a result the Plaintiff's attorney was to stop working immediately, and to attend the CBC office on Elgin Avenue with his passport. The permit of the Plaintiff's attorney at that time had been already been granted several weeks prior to the said email.
9. At a second meeting between the Plaintiff, her attorney, the 1st Defendant and Alberto Powery, a drafted new proposal was presented by Alberto Powery with the 1st defendant present. The proposal now included a new revised 'warning letter' assessment of some 22, 112.00kyd that claimed that that was what was now owed by the Plaintiff. It proposed a setoff against the 13,849.92kyd the Plaintiff had already paid leaving an amount of 8,262.08kyd that was being demanded as being outstanding. It was proposed that the value of the jewelry missing in kyd currency was 9,353.13ky and that based on those new figures, that the Plaintiff was now 'owed' 1,091.05kyd. The proposal was forcefully rejected and the Plaintiff, her interpreter and her attorney left the meeting. In due course, the plaintiff was informed that the police had turned over the investigation of the disappearance of the jewelry to the Professional Standards Branch of the CBC under the control of Martin Bodden. Despite enquiries, no report as to any findings by the Professional Standards Branch or any reasons why the RCIPS declined to investigate has ever been provided by the RCIPS or Mr. Marlon Bodden to the plaintiff or her attorney. A report was later made to the Anti-Corruption Commission with undertaking given to look into the matter.
10. Several months later in October 2022, the Plaintiff's attorney was invited to yet another meeting at the CBC head office at Elgin Avenue where the matter was discussed. Present were the 1st Defendant, the 2nd Defendant, Deputy director Marlon Boden, Martin Bodden of the Professional Standards Branch of CBC, and Alberto Powery, Assistant Director of Customs. It was explained by the 2nd Defendant that the items could not be found and that compensation would be made subject to a pro forma invoice of the missing

amounts being provided from Italian Jewelry INC, along with a schedule of the costs of the plaintiff to date, including legal fees. The 1st Defendant did not offer or provide an explanation to the Plaintiff as to how the jewelry came to be missing, despite being the one who seized the jewelry, sealed and labelled them in exhibit bags at the Detention Center in the presence of the Plaintiff and her attorney. The proforma invoice of 43,248.00USD and schedule of legal fees and costs of over \$10,000.00 at that date were provided to the CBC and the office of the 2nd defendant in January 2023 via Deputy Director Marlon Bodden by email. The increased value represents the increase in the value of gold, increase in the cost of producing the missing items, including craftsmanship skill and energy costs. There is also factored in, the loss of the benefits of economies of scale that usually applied to larger numbers of items when ordered by the Plaintiff using her line of credit with Italian Jewelry, Inc. Despite correspondence between the 2nd Defendant and counsel for the Plaintiff, and several demands for full compensation, the passage of 4 years since the items were stolen, the increase in the cost of gold over 50% since 2021 (of which the items are made,) no compensation for the missing items nor legal costs incurred to date have been made. It is clear that the items were stolen and that full compensation has been avoided for 4 years. No meaningful explanation for their disappearance has been forthcoming.

AND THE PLAINTIFF claims

1. Compensation of 43,248.00usd as at January 2023 and counting
2. Interest thereon pursuant to Section 34(1) of the Judicature Law.
3. Legal fees and costs 15,500.00kyd and continuing

Dated July 1st 2025

BRADY

BRADY, ATTORNEYS AT LAW FOR THE PLAINTIFF

THIS WRIT is filed by **BRADY**, Attorney-at-Law for the Plaintiff, whose address for service is that of his said attorney at 2nd Floor Anderson Square Building, KY1-1009, PO Box 1671, email- crister@bradyattorneysatlaw.com

Acknowledgment of service of writ of summons (0.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiffs (or on the Plaintiffs if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e., the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiffs may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e., a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance.

Please complete overleaf.

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 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 in 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 its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

BETWEEN: NANCY SIGAS

PLAINTIFF

AND: PRISILLA BERRY

1ST DEFENDANT

AND: THE DIRECTOR OF CUSTOMS AND BORDER CONTROL

2ND DEFENDANT

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 is being acknowledged. | |
| 2. | State whether the Defendant intends to contest the proceedings (tick appropriate box) | |
| | YES | NO |
| 3. | If the claim against the Defendant is for a debt or liquidated demand, AND he/she 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.
(Signed) _____ Attorney for the Defendant.

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 Plaintiffs' Attorney (or by plaintiffs if suing in person) of his name, address, and reference, if any, in the box below.

BRADY, Attorney-at-Law 2 nd Floor, Anderson Square P.O. Box 1671 Grand Cayman KY1-1009 T: +1 (345) 323-1967/ 946-3203

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address, and reference, if any, in the box below.