

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN

CAUSE No. CIV 147 of 2010
Legal Aid 152-5 of 2009

BETWEEN

ANNE J. MOLINA
ROSY GODINHO
EDSEL DAZA
TIRSO DELA CRUZ

PLAINTIFFS

AND

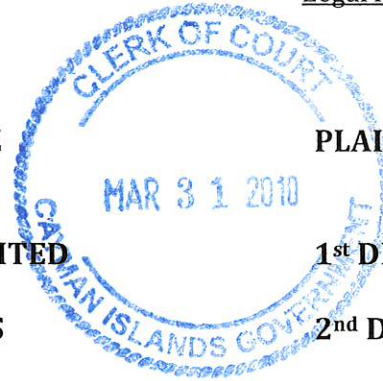
CAYMAN NET LIMITED

1st DEFENDANT

AND

DESMOND SEALES

2nd DEFENDANT



WRIT OF SUMMONS



TO: **DESMOND SEALES**

Chief Executive, Publisher/ Editor -in-Chief
CAYMAN NET LIMITED
Micro Centre, North Sound Road
George Town 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 attached 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 P.O Box 495 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 without stating that you intend to contest these proceedings, the Plaintiff may proceed with the action and Judgment may be entered against you forthwith without further notice.

Issued this 31st day of **March, 2010**.

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 herein, unless renewed by the order of the Court.

IMPORTANT: Directions for Acknowledgment of Service are given with this form.

STATEMENT OF CLAIM

1. The Plaintiffs were at the material time employees of the 1st Defendant Company and residents of the Cayman Islands under the grant of a work permit.
2. The 1st Defendant is a company registered in the Cayman Islands and operating in the news and publishing business. The 2nd Defendant was at the material time, the owner, operator, Chief Executive, and Publisher/ Editor -in-Chief of the said Company who employed the Plaintiffs at various times in different positions.
3. The 2nd Defendant interviewed and offered employment to the Plaintiffs and then entered into employment contracts with the said Plaintiffs for various positions in the Company. The terms of employment included but was not limited to the following;
 - (a) That the Parties will be reporting directly to the 2nd Defendant and would be required to work 45 hours per week, and their work week runs from Thursday to Wednesday.
 - (b) The salaries will be payable weekly on each Thursday.
 - (c) That the Plaintiffs at the completion of one year of service will be entitled to two (2) weeks paid leave at your basic rate of pay per week.
 - (d) The 1st Defendant Company will pay by law the Plaintiffs Health Insurance and approved Pension Plan.
4. In breach of the terms of their Employment Agreement the Defendants have either neglected or refused to pay the Plaintiffs their salaries for several months and the sums owed to the Plaintiff have accumulated. And in breach of the law have also failed to make the contribution to their Health Insurance and Pension plans.
5. That on or about the 30th November 2009 the Plaintiffs employment was terminated at the 1st Defendant company and the Plaintiffs along with the other employees sought the assistance of the Department of Employment Relations for the settlement of their salaries and other related matters.
6. That on the 16th December 2010, the Plaintiffs Attorneys wrote and delivered by hand, a demand letter to the Defendants outlining all sums owed to the former Cayman Net News employees including the Plaintiffs.
7. That on or about the 18th December 2009 the Defendants replied to the demand letter accepting that sums claimed in the correspondence subject to final sign off by the accounts department. An offer was made by the Defendant to settle the sums owed by partial payments 10% per week for the next 10 weeks payable at the end of the business week until the sums were settled.

8. The 1st Defendant further advised in the said correspondence that arrangements will be made via the Chamber of Commerce Pension Board to settle the outstanding pension sums owed.
9. By letter dated 5th January 2010 the Plaintiff attorneys responded to the Defendants letter dated 18th December 2009 confirming the sums owed and accepting the proposal to accept partial payment of 10% per week for 10 weeks until or until the satisfaction of the debt. That attached to the correspondence was a promissory note outlining the terms of the agreement for the Defendant to execute.
10. That to-date the Defendants have not responded to the correspondence dated 5th January 2010 and has not paid any funds to settle the debt owed to the Plaintiffs or other former employees.
11. As at the date of this proceedings the principle outstanding to the Plaintiffs is as follows:

ANNE J. MOLINA	4566.15
ROSY GODINHO	7821.00
EDSEL DAZA	4480.69
TIRSO DELA CRUZ	4038.05
Total	CI\$ 20, 905.89
12. That the legal fees incurred by the Defendants as at 5th January 2010 of CI\$CI\$650.00
13. Accordingly, the Defendants is indebted to the Plaintiff in the sum of CI\$21,555.89

AND THE PLAINTIFF claims;

- 1) Payment of the principal amount and cost outstanding of CI\$ 21,555.89;
- 2) Interest at the statutory rate from the date hereof to the date of final judgment;
- 3) That all payments to the Plaintiff's Pension plan be made forthwith.
- 4) Cost and attorney fees;
- 5) And further or other relief as this Honourable Court deems just.



BROOKS & BROOKS

Attorneys at Law for the Plaintiff

NOTE: PLEASE NOTE that if within the time for returning the Acknowledgment of Service (i.e. 14 days) the Defendant pays the total amount claimed of CI\$21,555.89 plus further cost of CI \$2000.00 (total CI\$23,555.89) further proceedings will be stayed. The money must be paid to the Plaintiff Attorneys - Brooks & Brooks.

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys at law for and on behalf of the Plaintiffs herein whose address for service is that of his said Attorneys Two Artillery Court, Shedden Road, George Town, Grand Cayman, Cayman Islands, PO Box 1355 George Town, GRAND CAYMAN

FORM 8

Acknowledgement of Service of Writ of Summons Rule (O.12 r.3)

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

IF YOU INTEND TO INSTRUCT AN ATTORNEY TO ACT FOR YOU GIVE HIM THIS FORM IMMEDIATELY

1. The accompanying form of *Acknowledgement 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 signed by the Defendant and his Attorney (if any) and must be delivered or sent by post to the Law Courts, P.O.Box 495 GT, 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 Plaintiff (or on the Plaintiff 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 acknowledgment of 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 Plaintiff 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 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 money by instalments or otherwise.

See over notes for guidance

Please complete overleaf

Defendant

Dated the day of 2010.

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.

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

Brooks & Brooks
Attorneys-at-Law
One Artillery Court
Shedden Road
George Town
Grand Cayman

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

[Empty box for Defendant's Attorney indorsement]