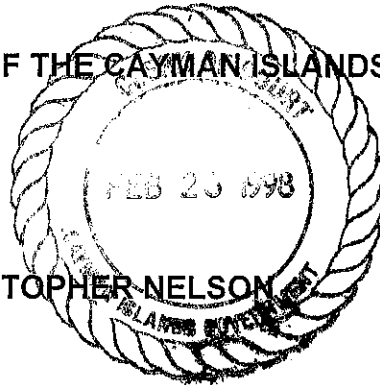


IN THE GRAND COURT OF THE CAYMAN ISLANDS

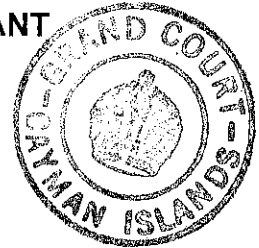


CAUSE NO. ¹⁴⁶ OF 1998

BETWEEN: CHRISTOPHER NELSON PLAINTIFF

AND: PROFESSIONAL
PROTECTION SERVICES, LTD. DEFENDANT

WRIT OF SUMMONS



TO: PROFESSIONAL PROTECTION SERVICES, LTD.
P.O. BOX 39498SMB,
NORTH SOUND WAY,
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 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, P.O. Box 495G, 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 judgement may be entered against you forthwith without further notice.

Issued this ²⁶ day of February, 1998.

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.

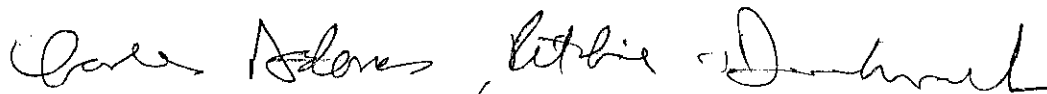
IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

INDORSEMENT

The Plaintiff's claim against the Defendant is for CI\$2,388.92(exclusive of interest and costs) being arrears of wages payable by the Defendant to the Plaintiff for work done and services rendered by the Plaintiff as a security officer for the Defendant company at its request and instruction for the period between 9th. May through 16th. June, 1997.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed for CI\$2,388.92 (plus interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff for his Attorney.



Charles Adams, Ritchie & Duckworth
Attorneys-at-Law for the Plaintiffs

THIS WRIT was issued by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, George Town, Grand Cayman, British West Indies.

6. Although there was no agreed rate for overtime worked, the Plaintiff relies upon the provisions of the Labour Law for guidance as to the allowed hours of continuous work over any given period of time and the formula for payment.
7. The Plaintiff commenced work on the 9th day of May, 1997 and duly served the Defendant under the agreement from that day through the 16th June, 1997.
8. The actual hours worked by the Plaintiff are set out as follows in accordance with the Defendant's designation by week:-

| | | |
|--------------|---------------------------------------------------|----------|
| Week No. 292 | 9 th – 14 th May, 1997 | 59 hours |
| Week No. 293 | 15 th – 21 st May, 1997 | 74 hours |
| Week No. 294 | 22 nd - 28 th May, 1997 | 70 hours |
| Week No. 295 | 29 th May – 4 th June, 1997 | 73 hours |
| Week No. 296 | 5 th – 11 th June, 1997 | 70 hours |
| Week No. 297 | 12 th – 16 th June, 1997 | 54 hours |

The total amount of hours worked over this period of time is 400.

9. The average work week in accordance with the Labour Law consists of a total of 45 hours. Thereafter, payment is to be calculated at time and a half of the hourly rate of pay ("overtime rate").
10. As a result, the Plaintiff has worked and is entitled to be paid CI\$1,552.50 for a total of 270 hours worked over the period designated Weeks No. 292 through 297, calculated at the regular rate of CI\$5.75 per hour. In addition, the Plaintiff is entitled to payment of CI\$1,120.60 for a total of 130 hours worked in excess of the regular work week over the period

designated Weeks Nos. 292 through 297 to be calculated at the rate of CI\$8.62 per hour.

11. On the 13th day of June, 1997 after some five weeks had elapsed since the Plaintiff had been employed, and some three weeks after the agreed pay date, i.e., the 23rd May, 1997, the Plaintiff requested payment of his wages by the Defendant and was advised by the Manager of the Defendant company, Mr. Carey McField ("Mr. McField") that he would deliver the Plaintiff's wages on that day.
12. The Plaintiff was not paid on the 13th June, 1997 as promised. On the 14th June, 1997 the Plaintiff again called the Defendant to request his wages, and at that time gave Mr. McField verbal notice of his resignation with effect from the 18th June, 1997.
13. The primary reason for the Plaintiff's notice of resignation was his inability to remain in employment where payment of his salary was so seriously delayed that he was unable to meet his living expenses as they became due. His accommodation was being threatened and his ability to meet other expenses was being compromised.
14. The Plaintiff did inform Mr. McField, however, that he would continue to work in accordance with the schedule with which he was supplied by the Defendant until the 18th June, 1997. Mr. McField, at that time, made no comment of protest or objection to the Plaintiff's verbal notice of resignation.
15. Shortly thereafter, Mr. McField attended the job site where the Plaintiff was working and presented him with an envelope containing CI\$354.00, purportedly representing payment for a total of 59 hours worked over the period 9th through 14th May, 1997.

16. The payment of CI\$354.00 as referred to at paragraph 15 above does not fully compensate the Plaintiff for the total amount of hours worked during Week No. 292 based on the hourly rate of CI\$5.75 per hour for the first 45 hours and CI\$8.62 per hour for each and every hour worked in excess thereof.
17. Notwithstanding this payment, the Plaintiff's claim is for payment of the first 45 hours worked in each work week designated Numbers 22 through 297 at the rate of CI\$5.75 per hour in accordance with the agreement, plus overtime calculated at the rate of one and a half times the agreed hourly rate, i.e., CI\$8.62 for each hour in excess thereof for Weeks No. 292 through 297, less the payment received of \$354.00.
19. The Plaintiff continued in the Defendant's employ in accordance with the work schedule provided by the Defendant, until the 16th June, 1997. On the 17th June, 1997 when the Plaintiff reported for duty, he was advised by a co-worker that Mr. McField was in communication with him via radio and had issued instructions for the Plaintiff to leave the premises at once, as his services were no longer needed.
20. The Plaintiff was present at the work site at the time these instructions were issued to the co-worker and did, in fact, hear the instructions being given to the co-worker even before they were relayed to him. As a result thereof, the Plaintiff left the premises and has not returned to work since that time.
21. The Plaintiff has not been paid the wages due him by the Defendant despite his own personal attempts and the involvement of the Department of Trade and Labour.

22. The Plaintiff has been informed verbally by Mr. McField, and by letter dated the 17th June, 1997 that the Defendant has accepted the Plaintiff's resignation and admits his claim for wages owed, but insisted that this would be withheld until the Plaintiff's debt with the Cayman Islands Hospital was settled in full. The Plaintiff intends to produce and rely on this letter for its full term and effect at trial.
23. The Defendant is not obligated by law, nor is he entitled by agreement to withhold any portion of the Plaintiff's salary for the purpose of settling any expense which the Plaintiff might have incurred during the term of employment or otherwise.
25. The Plaintiff has caused his Attorneys to demand payment from the Defendant for the sum due, however, the Plaintiff's claim remains wholly unsatisfied and there has been no response to such correspondence.
26. By reason of the aforesaid, the Defendant is indebted to the Plaintiff in the amount of CI\$2,319.10, being CI\$2,673.10 as wages for service rendered by the Plaintiff during the period of employment as is set out herein, less CI\$354.00 as a result of the payment by the Defendant on the 14th June, 1997.

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANT:

1. The sum of CI\$2,319.00.
2. Pre-judgement interest pursuant to Section 34 of the Judicature Law as of the date of the issue of the Writ being CI\$119.85.
3. Continuing pre-judgement interest at the rate of CI\$0.47 per diem from the date of the writ until judgement or satisfaction of the debt.

4. Post-judgement interest pursuant to Section 34 of the Judicature Law at the statutory rate.

Costs

If within the time for returning the Acknowledgement of Service the Defendant pays the total amount claimed of CI\$2,319.10 (excluding interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Dated this ^{26th} day of February, 1998.


Charles Adams, Ritchie & Duckworth
Attorneys-at-Law for the Plaintiffs

This Statement of Claim was filed by Charles Adams, Ritchie & Duckworth , Attorneys-at-Law for and on behalf of the Plaintiffs herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.

BETWEEN CHRISTOPHER NELSON DEFENDANT

AND: PROFESSIONAL PROTECTION PLAINTIFF
SERVICES, LTD.

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 direction 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 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

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for

Address for Service:

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 is suing in person) of his name, address and reference, if any, in the box below.

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

Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

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 serve 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 a *guardian ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.