

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 344 OF 1999

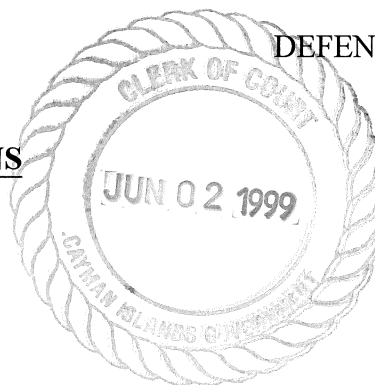
BETWEEN: ANN NEALON FIRST PLAINTIFF
George Town, Grand Cayman

W. S. WALKER & COMPANY (a firm) SECOND PLAINTIFF
George Town, Grand Cayman

AND: CSX LIMITED DEFENDANT
George Town, Grand Cayman

WRIT OF SUMMONS

TO: CSX LIMITED
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 herein.

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 judgment may be entered against you forthwith without further notice.

Issued this 2nd day of June, 1999.

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.

STATEMENT OF CLAIM

1. The 1st Plaintiff is the former Chief Executive Officer of the Defendant. The 2nd Plaintiff is a law firm carrying on business in the Cayman Islands.
2. The 1st Plaintiff was appointed as Chief Executive Officer of the Defendant pursuant to an Employment Agreement between the 1st Plaintiff and the Defendant effective 2nd June, 1997 (hereinafter referred to as "the Employment Agreement").
3. Pursuant to Clause 2(g) of the Employment Agreement either party could terminate the Employment Agreement on a minimum of 90 days advance written notice.
4. On Thursday, 20th May, 1999 the 1st Plaintiff submitted written notice to the Defendant pursuant to Clause 2(g) of the Employment Agreement. It is the 1st Plaintiff's intention to take up employment with the 2nd Plaintiff on 1st September, 1999.
5. Prior to submitting written notice to the Defendant the 1st Plaintiff received a telephone call from Mr. Anthony Travers who is the Chairman of the Council of the Defendant. During this conversation Mr. Travers stated that in his view the 1st Plaintiff would be unable and/or prevented from working in the private sector in the Cayman Islands. The Plaintiff will rely on this conversation between the Plaintiff and Mr. Travers at the trial of this action or on any application for summary judgment or for an interim injunction for its full terms and legal effect.
6. At approximately 6:00 a.m. on Friday, 21st May, 1999 the 1st Plaintiff received a telephone call from Mr. Travers. In the course of this telephone call Mr. Travers advised the Plaintiff that she should not attend at the offices of the Defendant, that she was suspended pending an investigation into the circumstances surrounding her offer of employment by the 2nd Plaintiff, that Miss Diane Palmer had been appointed as acting Chief Executive Officer of the Defendant to replace the 1st Plaintiff and whether or not the 1st Plaintiff would be paid would depend on the outcome of the proposed investigation. Mr. Travers followed up this conversation with a letter dated 21st May, 1999. The 1st Plaintiff will also refer to this letter at the trial of this action for its full

others, will attempt to interfere with any legal application made by the 2nd Plaintiff for a work permit to enable the 1st Plaintiff to work for the 2nd Plaintiff in the Cayman Islands.

12. The 1st and 2nd Plaintiffs apprehension is justified since Mr. George McCarthy, the Financial Secretary of the Cayman Islands has requested the Chief Immigration Officer to advise him if any such work permit application is filed by the 2nd Plaintiff.
13. The 1st and 2nd Plaintiffs say that any interference by the Defendant or others with any work permit application which the 2nd Plaintiff files with the Immigration Board will be illegal and/or an unlawful interference with the perfectly legal arrangements between the 1st Plaintiff and the 2nd Plaintiff.

AND THE PLAINTIFFS claim:-

1ST PLAINTIFF:-

1. US\$11,178.08
2. US\$42,500.00
3. US\$12,423.07

1ST & 2ND PLAINTIFFS:-

4. That the Defendant be restrained and an injunction be granted restraining it whether by itself, its agents, servants, officers, shareholder, agents or officers of its shareholder, or others from taking any steps whatsoever to interfere with and/or otherwise prejudice any work permit application filed by the 2nd Plaintiff with the Immigration Board to enable the 1st Plaintiff to be employed by 2nd Plaintiff and/or from taking any steps whatsoever to prevent and/or prejudice the ability of the Plaintiff from working in the private sector in the Cayman Islands with the 2nd Plaintiff.

5. Damages.

terms and legal effect.

7. The 1st Plaintiff determined that Mr. Travers' statements amounted to a repudiation of the Employment Agreement and she accepted this repudiation of the Employment Agreement between herself and the Defendant on 24th May, 1999.
8. The Defendant has also failed to pay the 1st Plaintiff her salary for the period from 1st to 21st May, 1999. The 1st Plaintiff says that this failure also amounts to a repudiation of her Employment Agreement with the Defendant which she has reluctantly also accepted.
9. The 1st Plaintiff has suffered loss and damage as a result of the Defendant's breach of the Employment Agreement details of which are as follows:-
 - (i) Three months' salary in lieu of notice. The Plaintiff's annual salary is US\$170,000 per annum and three months' salary amounts to US\$42,500.
 - (ii) Accrued holiday entitlement of 19 working days which represents salary of US\$12,423.07.
 - (iii) Unpaid salary for the period up to and including 24th May, 1999 which amounts to US\$11,178.08.
 - (iv) The Plaintiff requested her Attorneys-at-Law to send a letter of demand requesting these amounts on 25th May, 1999. Such letter of demand was sent and as at the date of filing this Writ of Summons no payment has been received from the Defendant. These proceedings are accordingly necessary.
10. The 1st and 2nd Plaintiffs have entered into a contract of employment and it is intended that the 2nd Plaintiff will make an application for a work permit to enable the 1st Plaintiff to work for the 2nd Plaintiff in the Cayman Islands.
11. In view of the conversation between the 1st Plaintiff and Mr. Travers held on 20th May, 1999 the 1st and 2nd Plaintiffs are apprehensive and have reason to believe that the Defendant or its agents, officers, or shareholder or agents or officers of its shareholder or

6. Interest at such rate and for such period as this Court deems appropriate.
7. Costs to be agreed or taxed.

DATED this 2nd day of June, 1999.

W. S. Walker & Company.
W. S. WALKER & COMPANY
Attorneys-at-Law for the Plaintiffs

THIS WRIT is issued by W.S. Walker & Company, Attorneys-at-Law of P.O. Box 265, Walker House, George Town, Grand Cayman, Attorneys-at-Law for the 1st and 2nd Plaintiffs whose address for service is care of her said Attorneys-at-Law