



CAUSE NO. 929 OF 2000

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN: ALCOA INC.

PLAINTIFF

AND JOSEPH W. STASIUK

DEFENDANT



WRIT OF SUMMONS

TO:

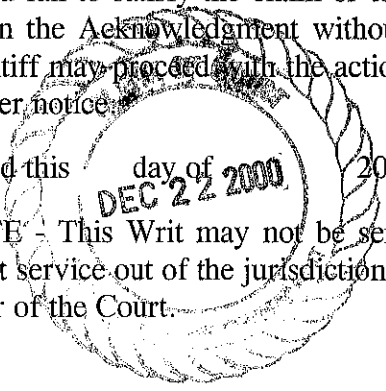
Joseph W. Stasiuk whose mailing address is P.O. Box 399 GT, George Town, Grand Cayman.

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 judgment may be entered against you forthwith without further notice.

Issued this day of 2000 .



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 Plaintiff is a publicly traded corporation organised and existing under the laws of the state of Pennsylvania, USA with its principal place of business in Pittsburgh. It is a leading producer of aluminum and aluminum products.
- 2 The Defendant was employed by the Plaintiff outside the USA for the period from 1986 to 1996, as Business Development/Sales Manager. The Defendant's employment was terminated on 4th August 1996.
- 3 It was a term of the expatriate employment agreement between the Plaintiff and the Defendant that: -
 - a) the Plaintiff would pay the Defendant's hypothetical (ie. estimated) income tax liability in advance to the United States Internal Revenue Service; and
 - b) if the Defendant's actual income tax liability was lower than the estimated amount paid by the Plaintiff, the Defendant would repay the resulting refund back to the Defendant.
- 4 In breach of the agreement the Defendant has failed to repay to the Plaintiff US\$35,129 for reimbursement of the Defendant's tax refunds for the years 1996 and 1997.
- 5 The Plaintiff is entitled to interest pursuant to statute.

PARTICULARS

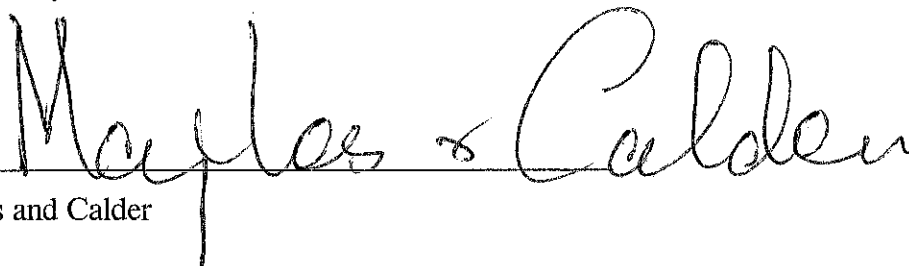
Interest calculated on the amount due of US\$27,683 as of 25th September 1997, for the tax reimbursement for 1996 and US\$7,446.00 from 8th September 1999, for the tax reimbursement for 1997.

<u>Amount</u>	<u>Rate</u>	<u>Period</u>	<u>Interest Due</u>
US\$27,683	7.375%	8/9/97 to 31/1/98	US\$ 715.97
US\$27,683	7.875%	1/2/98 to 31/12/98	US\$1,994.88
US\$27,683	7.00%	1/1/99 to 8/2/99	US\$ 207.05
US\$35,129	7.00%	9/2/99 to 31/3/00	US\$2,802.63
US\$35,129	8.00%	1/4/00 to 21/12/00	<u>US\$2,040.37</u>
		TOTAL:	US\$7,760.90

AND THE PLAINTIFF CLAIMS:

1. The sum of US\$35,129.00.
2. Interest of US\$7,760.90 accruing at the rate of US\$7.70 per day.
3. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$35,129.00 plus interest of US\$7,760.90 and costs of CI\$838.06 (US\$1,022.02), further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.


Maples and Calder