

THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 358 OF 2001

BETWEEN: **TREASURE ISLAND RESORT DIVERS LTD** **PLAINTIFF** ✓
AND: **WALTER BERNARD SCHREDL** **DEFENDANT**

TO: Walter Bernard Schredl
 75 Snooze Lane
 Grand Cayman
 Cayman Islands

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 495 G.T., 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 13th June 2001

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



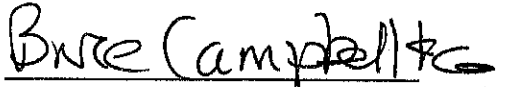
STATEMENT OF CLAIM

1. From 5th October 1999 until 18th June 2001 the Defendant was employed by the Plaintiff initially as a Dive Master and then as Assistant Dive Operations Manager.
2. During the course of the Defendant's employment with the Plaintiff, the Plaintiff paid for the Defendant to attend a Diving Course Director Programme.
3. On 25th September 2000 the Defendant agreed in writing to the Plaintiff that he would repay to the Plaintiff the cost of his attendance on the programme being:
 1. US\$5,500.00, tuition fees
 2. US\$ 800.00, air fare
 3. US\$1,000.00 hotel charges
 4. US\$1,400.00 wages during course
 5. US\$ 300.00 air fare
 6. US\$ 600.00 wages (whilst training for the programme and promoting "DCTI")

Total: US\$9,600.00
4. The Defendant further agreed in writing to pay interest on the above sum of US\$9,600.00 at the rate of 20% p.a. As at 25th September 2000, interest on the sum due from the Plaintiff to the Defendant amounted to approximately US\$1,900.00. Thereafter it continued to accrue at the rate of US\$5.26 per day amounting to US\$1,367.60 to the date hereof.
5. During the course of the Defendant's employment with the Plaintiff, the Defendant:
 - i. created for the Plaintiff training and other material whether in a physical or electronic form;
 - ii. came into possession of confidential information including that concerning the Plaintiff's business and customers.
6. The Plaintiff claims an order for delivery up of all material referred to in paragraph 5 above and for a permanent injunction against the Defendant restraining him from making any use of any information referred to in paragraph 5 above for the purposes of any business that he may conduct or from disclosing such information to any third party carrying on business similar to that of the Plaintiff.

AND THE PLAINTIFF CLAIMS

1. The sum of US\$9,600.00.
2. Interest at the rate of 20% amounting to US\$3,267.60 to the date hereof and continuing at the daily rate of US\$5.26.
3. An order for delivery up as set out in paragraph 5 above.
4. A permanent injunction as set out in paragraph 6 above.


BRUCE CAMPBELL & CO
Attorneys at Law for the Plaintiff

THIS WRIT was filed by Messrs BRUCE CAMPBELL & CO, Attorneys at Law for the Plaintiff, whose address for service is 4th Floor, Scotiabank Building, George Town, Grand Cayman, Tel : 949 2648; Fax 949 8613. (Ref: AJW/DAS/01337)

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

**Bruce Campbell & Co. (Ref: AJW)
P O Box 884 G.T.
George Town
Grand Cayman**

**Tel: 949 2648
Fax: 949 8613**

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

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 495, 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 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 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 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 installments or otherwise.

See over for notes for guidance

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 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 his 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.