



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: [561] OF 2003

BETWEEN: KEVIN PIDWERBESKI PLAINTIFF

AND: SOVEREIGN CAPITAL CORPORATION DEFENDANT



WRIT OF SUMMONS



TO: Sovereign Capital Corporation, P.O. Box 10335 APO, Grand Pavilion Commercial Centre, West Bay Road, Grand Cayman, Cayman Islands, BWI.

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 GT, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement 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 *RK* day of August 2003.

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff was an employee of the Defendant. The Plaintiff commenced employment with the Defendant in May 2002. The Defendant terminated the Plaintiff's employment on 11 April 2003.
2. The terms of the Plaintiff's employment were governed by a contract of employment dated 1 February 2003 ("the Contract") between the Plaintiff and the Defendant.
3. The Plaintiff reserves the right to refer to the Contract in entirety but for present purposes the relevant terms of the Contract are as follows:-

4.Remuneration

Your basic salary will be One Hundred thousand US Dollars per annum (US\$100,000) and shall accrue from day to day. Your salary shall be paid monthly in arrears by bank draft....

12.Annual Holidays

You will be entitled to twenty (20) working days paid holidays per annum in addition to Public Holidays. Your holiday entitlement shall accrue immediately from the date of your commencement of employment with the Company and shall be taken by prior arrangement at times convenient to the Company. A total of only five (5) holiday days may be carried over from 1 year to the next for a period of three (3) months after which time the Company will liquidate the portion carried over. At the end of your contract or upon termination of your employment you will receive payment in lieu of any outstanding holidays earned during your employment. Payments in lieu of holidays will be calculated per day based on your normal salary

17.Termination

If employment is terminated for any reason(s) other than misconduct or failure to meet standards set in the job description and Key Result Areas (KRA's) attached, the company will give you two(2) weeks notice in writing or two(2) weeks salary in lieu of notice. Upon termination you will receive salary up to the last date of your employment (inclusive) and will be paid in lieu of any outstanding holidays. You will also receive a severance payment consisting of three months salary if your employment is greater than 6 months and less than 12 months, or 6 months salary if your employment is greater than one (1) year. The company will also pay 2 additional months salary for every additional year employed.

4. The Defendant did not terminate the Plaintiff's employment for misconduct or failure to meet standards set out in the job description or in Key Result Areas. Accordingly, the Plaintiff is entitled to the sums set out in Clause 17 of the Contract.

Particulars

- (a) 2 weeks salary in lieu of notice: $(100,000 / 52 \times 2) = \underline{\text{US\$3846.15}}$
- (b) 2 months salary by way of severance payment: $(100000/12 \times 2) = \underline{\text{US\$16,666.67}}$
- (c) Accrued holiday entitlements: (1 February-April 2003 =70 days)
 $(20 / 365 \times 70) = 3.85$
 $(100,000 / 365 \times 3.85) = \underline{\text{US\$1,054.79}}$

Total of (a) +(b) +(c) = **US\$21,576.61**

Total (CI\$.82 : US\$1) = **CI\$17,685.44**

- 5. Despite demand made on 15 May 2003 to the Defendant on behalf of the Plaintiff by his attorneys, Solomon Harris, payment of the sums due from the Defendant to the Plaintiff under the terms of the Contract as a result of the Defendant's termination of the Plaintiff's employment have not been paid. Accordingly the Defendant is in breach of the Contract and the Plaintiff claims damages for breach of contract by the defendant in the amount of US\$21,567.61 being equivalent to CI\$17,685.44
- 6. The Plaintiff claims interest upon the damages claimed herein pursuant to Section 34 of the Judicature Act (1995 Revision) at the rate of 6.25% per annum from 11 April 2003 to date (131 days) on the amount of CI\$17,685.44 in the amount of CI\$396.71 or for such other period or such other rates as the Court deems just and further interest pursuant to the said Law at the said rate equivalent to the daily rate of CI\$3.03 to the date of Judgment or sooner payment.

AND THE PLAINTIFF'S CLAIM IS FOR:

- 1. Damages in breach of contract in the amount of CI\$17,685.44
- 2. Interest pursuant to paragraph 6 hereof being CI\$396.71 to the date hereof and continuing at the rate of 6.25 % per annum equivalent to a daily rate of CI\$3.03 from the date of issue of the Writ herein until the date of payment or judgment whichever is earlier or at such other rates or for such period as the court sees just.
- 3. Costs and or further relief.

If in within the time for returning the Acknowledgment of Service the Defendant pays the total amount claimed of CI\$18,082.15 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or to his attorney.

Dated this 21 of August 2003.

Solomon Harris

SOLOMON HARRIS