

IN THE GRAND COURT OF THE CAYMAN ISLANDS

618 ✓

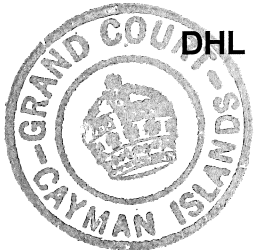
CAUSE N°: OF 2003

BETWEEN: PETER BODDEN

PLAINTIFF

AND: DHL INTERNATIONAL (CAYMAN) LIMITED

DEFENDANT



WRIT OF SUMMONS

TO: DHL International (Cayman) Limited whose registered office is situate at Campbell Corporate Services Limited, PO Box 268GT, Bank of Nova Scotia Building, George Town, Grand Cayman BWI.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the following 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 495GT, 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 24th day of September 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

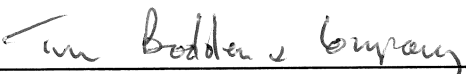
Directions for Acknowledgment of Service are given with the accompanying form.

THE PLAINTIFF claims against the Defendant:

- (1) Damages in the sum of CI\$6,773.00 for repudiatory breach by the Defendant of a written contract of employment made between the Plaintiff and the Defendant in or about February or March 2002 ("the Contract") and terminated on 25 August 2003.
- (2) Interest on the sum of CI\$6,773.00 pursuant to section 34 of the Judicature Law from 25 August 2003 to 23 September 2003 at the rate of 3% per annum amounting to the sum of CI\$16.14.
- (3) Continuing interest as aforesaid on the sum of CI\$6,773.00 from 24 September 2003 until judgment or sooner payment at the daily rate of CI\$0.56.
- (4) In the alternative to (2) and (3), interest as aforesaid at such rates and on such sums and for such periods as shall seem just to the Court.
- (5) Fixed costs in the sum of CI\$400, alternatively costs to be taxed.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$7,189.14 (principal sum of CI\$6,773.00, interest of CI\$16.14 to 23 September 2003, Court fees of CI\$150 and fixed costs of CI\$250), further proceedings will be stayed. The money must be paid to the Plaintiff or his attorneys.

Dated this 24th day of September 2003.


Truman Bodden & Company, PO Box 866GT, Anderson Square Building, George Town, Grand Cayman, Cayman Islands BWI
Reference: PWJ
Tel: 345 949 7555
Fax: 345 949 8492
Email: pjoseph@trumanbodden.com
Attorneys-at-Law for the Plaintiff whose address is PO Box 30606 SMB, Grand Cayman, Cayman Islands BWI.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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CAUSE N°: OF 2003

BETWEEN: PETER BODDEN

PLAINTIFF

AND: DHL INTERNATIONAL (CAYMAN) LIMITED

DEFENDANT

STATEMENT OF CLAIM

1. By a contract of employment made in writing between the Plaintiff and the Defendant in or about February or March 2002 ("the Contract"), the Plaintiff was employed by the Defendant from 11 March 2002 as the Defendant's Country (General) Manager reporting to the Area Director, Caribbean & Bermuda.
2. The following were express terms of the Contract as evidenced by the letter from the Defendant to the Plaintiff dated 14 February 2002 which set out some of the terms of the Contract:

"3. *Probation*

You will be required to serve a probation period of ninety (90) days. During and beyond this period, termination may be effected on either side by giving notice as prescribed by the Labour Law (2001 Revision).

4. *Remuneration & Benefits*

Your compensation will consist of an annual salary of CI\$67,000 plus a motor vehicle allowance of CI\$5,000 per annum, paid on a monthly basis and in local currency..... You will also be eligible to fully participate in our employee benefits programmes, which correspond to your position. Among these, but not limited to, are health insurance and pension plan. Note that life insurance cover is provided under our Regional Plan and 4x your annual salary and that the company [the Defendant] will be responsible for 100% of the premium cost of medical insurance."

3. By section 10 of the Labour Law (2001 Revision) ("the Law") the Defendant was obliged to give the Plaintiff notice of termination of the Contract at least equal to the interval of time between the Plaintiff's pay days.
4. During the Contract, the Plaintiff was paid monthly by the Defendant.

5. As a result of clause 3 of the Contract, Section 10 of the Law and the facts set out in paragraph 4 above, the proper construction of the Contract was that the Defendant was obliged to give the Plaintiff at least 1 month's notice of the Defendant's intention to terminate the Contract and the Plaintiff's employment with the Defendant.
6. In repudiatory breach of the Contract, on 25 August 2003, the Defendant terminated the Contract and the Plaintiff's employment with the Defendant summarily, and without giving the Plaintiff the requisite period of notice required by the Contract or any notice.
7. By reason of the Defendant's repudiatory breach of the Contract, the Plaintiff has suffered loss and damage

Particulars

	CI\$
One month's salary	6,180.00
Pension entitlement for 1 month	309.00
Health insurance entitlement	<u>284.00</u>
Total	CI\$6,773.00

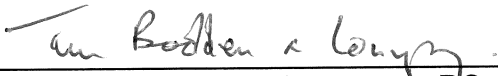
8. The Plaintiff is entitled to and claims interest pursuant to Section 34 of the Judicature Law on the sum of CI\$6,773 from 25 August 2003 to 23 September 2003 at the rate of 3% per annum amounting to the sum of CI\$16.14.
9. The Plaintiff is entitled to and claims continuing interest as aforesaid on the sum of CI\$6,773.00 from 24 September 2003 until judgment or sooner payment at the daily rate of CI\$0.56.
10. In the alternative to paragraphs 8 and 9 above, the Plaintiff is entitled to and claims interest as aforesaid at such rates and on such sums and for such periods as shall seem just to the Court.
11. Despite demands, the Defendant has failed to pay the said sum of CI\$6,773.00 or any part thereof to the Plaintiff. The Defendant has, however, paid severance pay to the Plaintiff in the sum of CI\$4,036.02 in accordance with the Defendant's obligations to the Plaintiff under the Law in respect of the Plaintiff's entitlement to severance pay. That entitlement is in addition to the Plaintiff's entitlement and claims for damages and interest thereon as set out herein.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

- (1) Damages for repudiatory breach of the Contract in the sum of CI\$6,773.00.

- (2) Interest on the sum of CI\$6,773.00 pursuant to section 34 of the Judicature Law from 25 August 2003 to 23 September 2003 at the rate of 3% per annum amounting to the sum of CI\$16.14.
- (3) Continuing interest as aforesaid on the sum of CI\$6,773.00 from 24 September 2003 until judgment or sooner payment at the daily rate of CI\$0.56.
- (4) In the alternative to (2) and (3), interest as aforesaid at such rates and on such sums and for such periods as shall seem just to the Court.
- (5) Fixed costs in the sum of CI\$400, alternatively costs to be taxed.

Dated this 25th day of September 2003.



Truman Bodden & Company, PO Box 866GT, Anderson Square Building, George Town, Grand Cayman, Cayman Islands BWI

Reference: PWJ

Tel: 345 949 7555

Fax: 345 949 8492

Email: pjoseph@trumanbodden.com

Attorneys-at-Law for the Plaintiff whose address is PO Box 30606 SMB, Grand Cayman, Cayman Islands BWI