

IN THE GRAND COURT OF THE CAYMAN ISLANDS

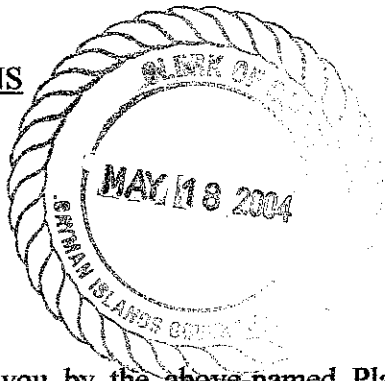


253  
CAUSE NO: OF 2004  
LEGAL AID NO. 86 OF 2003

BETWEEN: PAULA SWABY-EBANKS PLAINTIFF  
AND: PROKOPI LTD. DEFENDANT

WRIT OF SUMMONS

TO: Prokopi Ltd  
147 Dorcy Drive  
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 18th day of May, 2004.

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 Defendant is a corporation and was at all material times carrying business of selling and servicing office equipment, furniture and supplies.
2. The Plaintiff was at all material times an employee of the Defendant.
3. By oral agreement on or about 26<sup>th</sup> April 2002 the Defendant employed the Plaintiff initially as an administrative assistant and the Plaintiff accepted the position. The Plaintiff was promoted to the position of office manager in January 2003. Her last salary was CI\$2,100.00 per month.
4. It was agreed that the Plaintiff would receive health insurance benefit as well as pension benefit as prescribed by law.
5. It was also agreed that the Plaintiff would get 2 weeks vacation and 10 days sick pay each year as well as statutory holiday pay and overtime.
6. In a letter dated 26th May, 2003, the Defendant wrongfully and/or unfairly dismissed the Plaintiff effective 6th June, 2003.
7. The Defendant is in breach of the employment agreement in that it:
  - a. Failed to provide medical insurance coverage for the Plaintiff during the course of her employment.
  - b. Failed to provide pension plan benefits for the Plaintiff during the course of her employment.

- c. Terminated the Plaintiff's employment on 9th June, 2003 without lawful excuse.
- d. The Defendant, in breach of the employment agreement has caused the Plaintiff loss and damage and is liable to the Plaintiff.

AND THE PLAINTIFF CLAIMS:

1. Wrongful dismissal, alternatively unfair dismissal
2. Loss of income from 9th June to 13th August, 2003 (whilst unemployed)
3. Loss of income from 14th August, 2003 to 31st December, 2003 (decrease in salary).
4. Pension benefits from 15th April, 2002
5. Medical Insurance benefits from 15th April, 2002
6. Vacation pay
7. Overtime pay
8. Severance Pay
9. Pre and Post Judgment Interest pursuant to the Judicature Law
10. Costs

Dated this 18th day of May, 2004



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Facey-Clarke & Associates  
Attorneys-at-Law for the Plaintiff

This Writ was issued by Facey-Clarke & Associates, Attorneys-at-Law for the Respondent herein whose address for service is that of the said Attorneys-at-Law, Ground Floor, Unit 119, Elizabethan Square, George Town, Grand Cayman (946-8111)