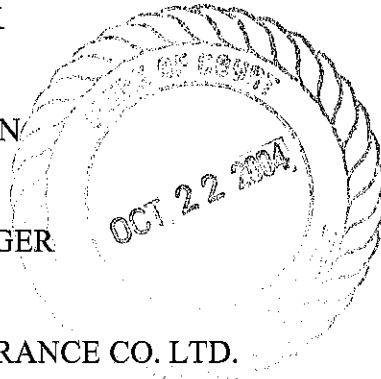


IN THE GRAND COURT OF THE CAYMAN ISLANDS

426  
CAUSE NO OF 2004

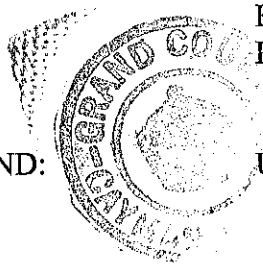
BETWEEN: TIMOTHY BLACK  
THOMAS BLACK  
DAVID BOWSER  
ROBERT JOHNSON  
DAVID RICKER  
KERRY SEWARD  
ROBERT ZENZINGER



✓

PLAINTIFFS

AND: UNIFIED REINSURANCE CO. LTD.



DEFENDANT

**WRIT OF SUMMONS**

TO: Unified Reinsurance Co. Ltd. of Marsh Management Services Cayman Ltd, P.O.  
Box 1051GT, Third Floor, First Caribbean House, 10 Main Street, George Town,  
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, PO 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 <sup>22<sup>nd</sup></sup> day of October 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 Plaintiffs are individuals who were members of the Defendant. The Defendant was incorporated on 15 October, 1996 in the Cayman Islands with the sole intended purpose of providing workers compensation insurance coverage to the employees of its members.
2. The insurance was provided by the Defendant to its members and their employees through a scheme by which each member paid an insurance premium to the Defendant which was in proportion to the level of payroll which that member had. The insurance premiums were invested by the Defendant. During the period of the policy year and two subsequent years, the only payments made from premiums of a particular year were in respect of expenses and claims bought by employees. At the end of the third year, the profits from the relevant policy year were calculated and distributed to the members pursuant to a ratio which took into account the amount contributed by each member by way of premium and the amount of the claims paid to employees of that member.
3. In 2001 the Plaintiffs all decided to cease to participate in the scheme. By an agreement in writing with each individual member dated 30 June, 2001 (the Agreements) the Defendant acting as trustee for other unknown shareholders purchased the shares in the Defendant from each of the Plaintiffs. The purchase

price for each share was agreed to be US\$0.56 which sum was paid immediately upon execution of the agreement.

4. In addition, the parties agreed that the Plaintiffs would be entitled to dividends for a further 3 years to be paid by the Defendant. These dividends were to be based upon the ratios set out at paragraph 2 above in respect of the policy years 30 June, 1998/99, 30 June, 1999/2000 and 30 June 2000/01.
5. The dividend was duly paid by the Defendant to the Plaintiffs in respect of the policy year, 30 June, 1998/1999 in February, 2002. Since that time, two further dividends were due and payable. Wrongfully, and in breach of the Agreements, the Defendant has failed to make payment in respect of these dividends or render any account to the Plaintiffs to demonstrate the amounts which may be due.
6. By reason of the matters pleaded, the Plaintiffs have suffered loss and damage. The Plaintiffs are unable to give particulars of loss and damage until after the Defendant has provided an account to the Plaintiffs.
7. The Plaintiffs further claim against the Defendant interest on the sums claimed at such rate and for such period as to the Court shall seem just.

AND THE PLAINTIFFS claim:

1. An account of all capital retained and premiums paid for the policy years 30 June 1999/2000 and 30 June 2000/2001 and of claims made under insurance policies against the Defendant in respect of those policy years and of all expenses incurred by the Defendant in respect of those policy years.
2. An order for payment by the Defendant to the Plaintiffs of all sums found to be due from the Defendant to the Plaintiffs on the taking of the account under (1) above.

3. Damages.
4. Interest.
5. Further or other relief, including all necessary or appropriate accounts inquires and directions.
6. Costs.

Date this *22<sup>nd</sup>* day of October, 2004

*Turner & Roulstone.*

**TURNER & ROULSTONE**

**Attorneys-at-law for the Plaintiffs**

THIS WRIT was issued by Turner & Roulstone, Attorneys-at-Law for the Plaintiffs whose address for service is Strathvale House, 90 North Church Street, P.O. Box 2636GT, George Town, Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO OF

BETWEEN:

TIMOTHY BLACK  
THOMAS BLACK  
DAVID BOWSER  
ROBERT JOHNSON  
DAVID RICKER  
KERRY SEWARD  
ROBERT ZENZINGER

PLAINTIFFS

AND:

UNIFIED REINSURANCE CO. LTD.

DEFENDANT

**ACKNOWLEDGMENT OF SERVICE  
OF ORIGINATING SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form **IMMEDIATELY**.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED**.



1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.



2. State whether the Defendant intends to contest or otherwise participate in the proceedings (tick appropriate box)

yes

no



Service of the Originating Summons is acknowledged accordingly

(Signed) .....

[Attorney] for

[Defendant in person]

Address for service:

*Please complete overleaf*

**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.*

Turner & Roulstone Strathvale House P O Box 2636GT 90 North Church Street George Town Telephone: 345-949-5555 Fax 345-943-9999 Reference: AD/0147-0001
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

--