

IN THE GRAND COURT OF THE CAYMAN ISLAND

CAUSE NO. 521 of 2005

BETWEEN: JOHN MARQUIS

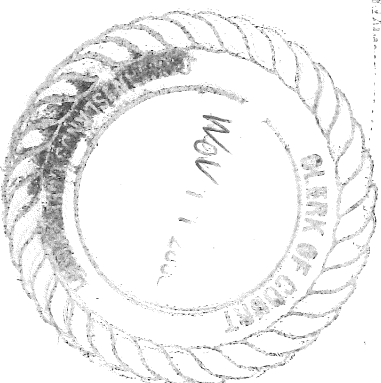
PLAINTIFF

AND; CLICO (CAYMAN) LTD.

DEFENDANT

WRIT OF SUMMONS

TO; CLICO (CAYMAN) LTD.
c/o Associated Advocates Chambers
Shedden Road
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 495 G, George Town, 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 Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and Judgement may be entered against you forthwith without further notice.

Issued this 11th day of November, 2005

NOTE: This Writ may not be served later than 4 calendar months beginning with the date of the 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 is an individual who is a resident of the Cayman Islands and at the material time he was employed with the Defendant in the capacity of its Operations Manager.
- 2 The Defendant is a limited liability company which is duly incorporated and licensed under the Laws of the Cayman Islands to carry on "insurance" business in and from the Cayman Islands. The Defendant inter alia provides insurance services and products to persons resident in the Cayman Islands. The Defendant's head offices are located in Trinidad & Tobago as it is part of C L Financial Limited.
- 3 On or about 2nd February, 1995 the Plaintiff was seconded to the British Fidelity Assurance Limited as Superintendent of Agencies for the Cayman Islands, Turks & Caicos Islands and the US Virgin Islands on the terms and conditions as outlined in a letter from the President of the Barbados subsidiary dated 2nd February, 1995. The said British Fidelity Assurance Limited was later super ceded by the Defendant as the Plaintiff's employers. The Plaintiff will rely on the terms and conditions contained in that said letter for their full legal terms and effect.
- 4 As a result of the said Agreement the Plaintiff moved to live and work in the Cayman Islands on behalf of the Defendant and/or its predecessor, British Fidelity Assurance Limited in or about February/March, 1995.
- 5 Subsequently the Plaintiff became the Defendant's Operations Manager, a position which he held until he was unlawfully terminated by letter dated 16th June, 2005.
- 6 The written agreement between the parties indicating the terms and conditions of his employment contained no stipulation as to the amount of notice necessary prior to termination. There was therefore an implied term that the Plaintiff was entitled to reasonable notice to determine his employment. In the premises reasonable notice would have been at least 6 months.
- 7 By a letter dated 16th June, 2005 in breach of the implied terms of the said agreement, the Defendant stipulated that "The company had taken a decision to restructure its Cayman Operations, which (would) unfortunately make (the Plaintiff's) position redundant". The said letter purported to allow the Plaintiff 45 days notice "of his retrenchment due to redundancy" which was stated to take effect as of 2nd August, 2005. However it was also stipulated in the said letter that the Plaintiff would no longer be required to return to work as from 17th June, 2005 and the Defendant has wrongfully refused to employ the Plaintiff from and after 17th June, 2005.
- 8 Prior to receiving the said letter of termination the Plaintiff had worked for the Defendant and/or its predecessor(s) for a period of approximately 27 years.
- 9 The Defendant in their said letter of 16th June, 2005 provided for a settlement package for the Plaintiff of the following:
 - (a) Two months salary for each completed year of service or part thereof;
 - (b) Full health insurance coverage

(c) Payment of all vacation leave plus any vacation allowances due and outstanding up to 17th June, 2005;

(d) A three (3) year scholarship not to exceed TT\$100,000.00 (One hundred thousand Trinidad & Tobago Dollars) for the Plaintiff's daughter at an accredited higher educational institution;

(e) To continue to receive on a monthly basis, commissions on all business sold by the Plaintiff up to June 17th 2005 at the appropriate commission rate

(f) Transfer of the company car which was in his possession to himself;

(g) The Defendant to cover the cost of shipment of all personal items to Trinidad. "

10 The conditions above represent the basic settlement package for management staff being terminated by the Defendant and were also implied terms into the written agreement. In view of the Plaintiff's seniority as the Defendant's Operations Manager, his years of service the Plaintiff found the said terms unacceptable. The Plaintiff will rely on the contents of the said letter for their full terms and legal effect.

11 Subsequent to the Plaintiff's refusal to accept the said standard settlement package, on 24th June, 2005 the Defendant revised their offer stating that "Our original offer still stands with the following exceptions:

(a) "Item relating to commissions, the company will continue to pay on a monthly basis, 50% of commissions earned on business sold by (the Plaintiff) during (your) employment at CLICO Cayman. All commission statements will be forwarded to you on a monthly basis.

(b) Forty five (45) days pay in lieu of termination notice. As a result we request that you hand over all company property to Ms Ann Davis and Ms Antoinette Stewart and vacate your the office immediately. (We) wish to inform you that your work permit has been revoked and you are not required to conduct business on our behalf in the Cayman Islands".

12 The Plaintiff will rely on the contents of this said letter for its full terms and legal effect.

13 Prior to receipt of the said letter of 16th June, 2005, the Plaintiff had a legitimate expectation that he would be employed with the Defendant until his compulsory retirement at age 60. He also had a legitimate expectation that if for any reason the Defendant decided to end his employment with them prior to his compulsory retirement then he would obtain reasonable and satisfactory compensation for such termination. The Plaintiff also had a legitimate expectation that had he reached compulsory retirement age then he would again be compensated by the award of the Defendant's retirement package for persons of his seniority and many years of service.

14 instead on or about 14th July, 2005 the Defendant placed or caused to be placed advertisements in the local newspapers indicating that inter alia the Plaintiff was no longer employed with the Defendant which advertisements were calculated to and did cause the Plaintiff much embarrassment and humiliation in his chosen profession. The revocation of the Plaintiff's work permit by the Defendant in the circumstances also caused the Defendant much humiliation and embarrassment.

15 In the circumstances the Plaintiff has suffered loss and damage.

WHEREFORE THE PLAINTIFF CLAIMS:

- (a) Compensation for inter alia loss of wages, vacation pay, failure to provide adequate notice etc.
- (b) Damages for wrongful dismissal
- (c) Damages for embarrassment and humiliation
- (d) Such further and/or other relief as this Honourable Court shall deem appropriate
- (e) Costs
- (f) Statutory interest.

Dated this 10th day of November, 2005

Box - Brooks

BROOKS & BROOKS
Attorneys At Law for the Plaintiff

TO: The Clerk of the Courts

AND TO: The Defendant

THIS WRIT OF SUMMONS was filed by Brooks & Brooks, Attorneys At Law, for and on behalf of the Plaintiff herein whose address for service of process is that of his said Attorneys At Law One, Artillery Court P O Box 1355GT, **GRAND CAYMAN**

BETWEEN: JOHN MARQUIS PLAINTIFF

AND; CLICO (CAYMAN) LTD. DEFENDANT

ACKNOWLEDGEMENT OF SERVICE OF WRIT OF 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

Delay may result in judgement being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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 the proceedings (Tick appropriate box)

Yes No

If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgement entered by the Plaintiff(Please tick box)

Yes No

Service of Writ is acknowledged accordingly

Signed _____ Please complete overleaf

(Attorney) for (Defendant in Person)

Address for service:

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 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.

Endorsement by the Plaintiff's Attorney (or by the plaintiff if suing in person) of his name, address and residence, if any in the box below

**Brooks & Brooks
Attorneys At Law
P O Box 1355 GT
GRAND CAYMAN**

(One, Artillery Court, George Town, Grand Cayman)

Endorsement by the defendant's attorney (or by the defendant if suing in person) of his name, address and residence, if any in the box below