

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN

CAUSE No. *17* of 2006

BETWEEN
ALEXA THOMAS

PLAINTIFF

AND CAYMAN ISLANDS NATIONAL INSURANCE COMPANY
DEFENDANT

WRIT OF SUMMONS

TO: Chief Executive Officer
C.I.N.C.O.
P.O. Box 512
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 attached 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 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 without stating that you in tend to contest these proceedings, the Plaintiff may proceed with the action and Judgment may be entered against you forthwith without further notice.

Issued this day of January, 2006

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 herein, unless renewed by the order of the Court.

IMPORTANT: Directions for Acknowledgment of Service are given with this form.

STATEMENT OF CLAIM

1. That the Plaintiff resides in George Town, Grand Cayman and is currently unemployed. At the material time was the plaintiff was employed with the Defendant Company as Public Relations Manager/ Senior Insurance Administrator.
2. That the Defendant is an insurance company operating in George Town, Grand Cayman to serving the residence of these islands and whose registered address is Elizabethan Square, Phase III, P. O. Box 512 George Town.
3. By an agreement dated 6th July 2004 the Plaintiff and Defendant entered into a contractual agreement for the employment of the Plaintiff as its Public Relations Manager and Senior Insurance Administrator of its Company for a fixed term.
4. The period of such employment was stated as from the date of receipt of a valid work permit or the 2nd day of August 2004 (which ever is later) until 31st day of December 2006.
5. By the said agreement it was inter alia agreed that the offer of employment is conditional upon and subject to the Employer obtaining a work permit for such employment and in the event that the Immigration Board does not grant a work permit the Defendant will not be able to employ the Plaintiff and the contract will lapse.
6. The Plaintiff will rely on the said contract for its full terms and effect and trial.
7. Contrary to their agreement for the fixed term of her contract the Defendant only requested a one-year working permit from the Immigration Board and the Plaintiff and was informed to reapply for the said post on or before 26th August 2005 deadline in accordance with two advertisements that ran in the daily newspaper.
8. That after the Plaintiff went on her vacation leave on or about 26th August 2005 the Defendant Company re-advertise her position of another period.

9. The Defendant sent in the Plaintiff's renewal for work permit on October 25th 2005.

10. That in breach of the said employment agreement the Defendant issued a letter to the Plaintiff on the 11th November 2005 terminating her employment effective 31st December 2005 on the basis that a suitable Caymanian was selected for the post.

11. That the Parties contract dated 6th July 2004 did not make provisions for the Plaintiff termination during her contract period if such conditions arose and only made reference to the employment is conditional upon and subject to the Employer obtaining a work permit and at the material time the Plaintiff's work permit was not denied by the Immigration.

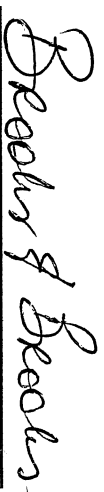
12. By reason of the said breach of contract the Plaintiff was deprived of employment and has suffered much loss and damages thereby.

13. At the material times the Plaintiff was paid an annual salary of CI\$63,000.00 and in August 2005 that salary was adjusted to CI\$65,000.00 per annum. The Plaintiff was also entitled to 20 days vacation leave per annum.

And the Plaintiff claims:

- (1) CI\$ 65,000.00 in salary payment for the period January 1st 2006 to December 31st 2006
- (2) Further or alternatively damages for breach of contract
- (3) Cost
- (4) Such further or other relief as this Honourable Court deems just

Dated this 18th day of January, 2006


BROOKS & BROOKS
Attorneys at Law for the Plaintiff

NOTE: PLEASE NOTE that if within the time for returning the Acknowledgment of Service (i.e. 14 days) the Defendant pays the total amount claimed of C1\$65,000.00 plus cost further proceedings will be stayed. The money must be paid to her Attorneys at Law.

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys at law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys One Artillery Court, Sheddens Road, George Town, Grand Cayman, Cayman Islands, PO Box 1355 George Town, GRAND CAYMAN

FORM 8

Acknowledgement of Service of Writ of Summons Rule (O.12 r.3)

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

IF YOU INTEND TO INSTRUCT AN ATTORNEY TO ACT FOR YOU GIVE HIM THIS FORM IMMEDIATELY

1. The accompanying form of *Acknowledgement of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.
After completion it must be signed by the Defendant and his Attorney (if any) and must be delivered or sent by post to the Law Courts, P.O Box 495 GT, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person)
If a statement of claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledgment service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.
If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.
If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of money by instalments or otherwise.

See over notes for guidance

Please complete overleaf

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PLAINTIFF

AND CAYMAN ISLANDS NATIONAL INSURANCE COMPANY
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 judgment 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 of Summons is being acknowledged

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
_____yes _____no

3. 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 judgment entered by the Plaintiff.

Service of the Writ of Summons is acknowledged accordingly.

Attorney for the Defendant

Defendant

Dated the _____ day of _____ 2006.

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 and address in Grand Cayman where communications for him should be sent.

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

**Brooks & Brooks
Attorneys-at-Law
One Artillery Court
Shedden Road
George Town
Grand Cayman**

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