

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No. 316 of 2007

BETWEEN:

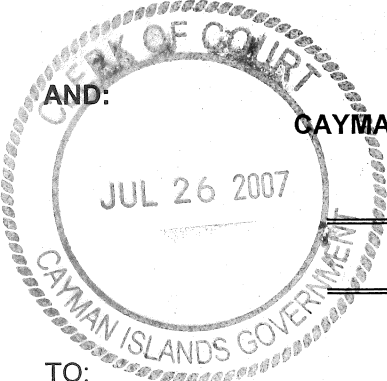
TALAL AL RUBAIE

PLAINTIFF

AND:

CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

DEFENDANT



WRIT OF SUMMONS

TO:

Cayman Islands Health Services Authority
c/o P.O. Box 915GT
Grand Cayman
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, 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: July 2007.

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.

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, 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 acknowledging 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 any 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 the money by installments or otherwise.

***See over for notes for guidance
Please complete overleaf***

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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 communication 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.

Stuarts
Attorneys-at-Law
Cayman Financial Centre
36A Dr. Roy's Drive
P.O. Box 2510 GT
George Town
Grand Cayman

Ref: AA/2740

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

[Empty box for defendant's attorney indorsement]

General Indorsement

The Plaintiff's claim is for:

1. A Declaration that the Defendant's decision dated 6th July 2007 - contrary to Rule 3 [B] of its "Information Disclosure Policy and Procedure Manual, that the Plaintiff's clinical concerns, dated 12th April 2006, were neither "genuine" nor "raised in good faith" but were "vexatious" - is irrational, *ultra vires* and / or unfair;
2. A Declaration that the Defendant's decision, dated 6th July 2007 - contrary to its "Information Disclosure Policy and Procedure Manual, that the exercise by the Plaintiff of his obligation to raise clinical concerns, dated 12th April 2006, was in fact a "disciplinary matter" pursuant to Rule 3 [B] *ante* - is irrational, *ultra vires* and / or unfair;
3. A Declaration that the Defendant's decision, dated 6th July 2007, that, by reason of the clinical concerns expressed in the letter dated 12th April 2007, the Plaintiff is *prima facie* guilty of "gross misconduct" is irrational, *ultra vires* and unfair;
4. A Declaration that the Defendant's decision, dated 6th July 2007, to suspend the Plaintiff pending a disciplinary hearing is irrational, *ultra vires* and unfair;
5. A Declaration that the Defendant's decision, dated 6th July 2007, to reduce the Plaintiff's salary by 50% pending the determination of the disciplinary hearing is irrational, *ultra vires* and unfair;
6. A Declaration that the Defendant shall, forthwith, reinstate the Plaintiff to his employment and duties as a Consultant Psychiatrist and the restoration of payments to the Plaintiff of all payments including salary and benefits due under his contract of employment dated 20th February 2006;
7. A Declaration that the Defendant is in breach of the "Employment Rules Disciplinary And Grievance Procedures" in that:
 - (i) The Defendant has failed to expedite the investigation and / or prosecution of the disciplinary matter within 10 working days;
 - (ii) The Plaintiff has been suspended for a period exceeding the mandatory 10 working days;
 - (iii) The Defendant has failed to conduct an appeal in respect of the Plaintiff's suspension from employment within 10 working days;
 - (iv) The Defendant has failed to convene and / or failed to provide the Plaintiff with an opportunity of meeting the Defendant to resolve the Plaintiff's grievance;
8. An injunction prohibiting the Defendant from conducting a disciplinary hearing against the Plaintiff;
9. An Order for disclosure, forthwith, of all notes, memoranda, reports, facsimiles, e-mails, minutes, records, medical, psychological and nursing notes (including entries on CERNER or otherwise), drugs charts and laboratory test results (hereinafter referred to as "documents") prepared or collated by or on behalf of the Defendant, whether by itself

its, agents or servants in connection with the investigation of the Plaintiff's clinical concerns dated 12 April 2007 which documents shall include but shall not be limited to:

- (i) All documents, including responses thereto, between the Medical Director, the Director of the Mental Health Unit, the Human Resources Manager and the Chief Executive Officer of the Defendant;
 - (ii) All documents, including responses thereto, between the Defendant, its servants or agents and the Medical Protection Society;
 - (iii) All documents, including responses thereto, between the Defendant, its servants or agents and Dr. Broadhead whether in his own behalf or on behalf of the Medical Protection Society;
 - (iv) All documents, including responses thereto, concerning reports from the servants, agents patients and other Third Parties about the alleged conduct of the Plaintiff;
 - (v) In addition to (iv) above, all documents (including police reports, interviews and statements) including responses thereto, concerning the forcible removal of the Plaintiff from the Defendant's premises on 13th April 2007; and
 - (vi) All documents, including responses thereto between the Medical Director, the Director of the Mental Health Unit, the Human Resources Manager and the Chief Executive Officer of the Defendant;
10. Damages for defamation of character against the Defendant its servants or agents in respect of libels published on 26th June 2007 and 6th July 2007 and slanders uttered on divers dates between 13th March 2007 and 6th July 2007;
 11. Damages for negligent misstatement committed by the Defendant, its servant or agents in respect of statements made on 26th June 2007 and 6th July 2007;
 12. Interest pursuant to the Judicature Law
 13. Costs

26th July 2007

Stuart Walker Hersant
STUART WALKER HERSANT
Attorneys at law for the Plaintiff