

Defendant: Roger James Hamilton: 1<sup>st</sup>

**IN THE SUBORDINATE COURTS OF THE REPUBLIC OF  
SINGAPORE**

MC Suit No. 15447 of 2005G

Between

**LINDA IRENE RUCK**  
(Australia) Passport No.: E7081714

... Plaintiffs

And

**XL RESULTS FOUNDATION PTE LTD**  
(RC No. 200107729C)

... Defendants

**AFFIDAVIT**

I, Roger James Hamilton (NRIC No. S6883456B), of 8 Jalan Mutiara #12-07, The Montana, Singapore 249188, do solemnly and sincerely affirm and say as follows:–

1. I am the Chairman of the Defendant, which is a company registered in Singapore, and dealing in the business of technical, vocational and commercial education and mail order agencies. I am duly authorized to make this affidavit on behalf of the Defendant.

2. The facts and matters deposed to hereinafter are either within my personal knowledge or are derived from documents in my possession. Insofar as the matters deposed to are within my personal knowledge, they are true. Insofar as the matters deposed to are not within my personal knowledge, they are true to the best of my information and belief.

*Plaintiffs' Employment With Defendant & Subsequent Termination*

3. At all material times prior to March 2005, the Plaintiff was employed by the Defendant as the Editor-in-Chief of the Plaintiff's in-house magazine "XL Magazine".

4. However, in or around January 2005, it was agreed between the Plaintiff and myself that for the benefit of all parties, the Plaintiff's employment and involvement with the Defendant was to be terminated. Copies of various emails between the Plaintiff and myself evidencing the discussion of the Plaintiff leaving the Defendant's employment are annexed hereto and marked "**RJH-1**".

5. To that end, parties negotiated and subsequently entered into a severance agreement dated 1 February 2005 ("Severance Agreement") to set out the terms upon which the Plaintiff's employment with the Defendant was

to be terminated. Copies of various emails evidencing negotiations in respect of the Severance Agreement are annexed hereto and collectively marked “**RJH-2**”. Further, a copy of the Severance Agreement entered into between the parties is also annexed hereto and marked “**RJH-3**”.

6. It is significant to note that the terms of the Severance Agreement were included after extensive negotiations between the parties. The Plaintiff had insisted on various terms to be included as part of the severance package before agreeing to sign the same. In particular, out of the 8 clauses in the Severance Agreement, at least 5 were terms and/or conditions which were for the benefit of, and which were included at the insistence of, the Plaintiff.

7. These included, amongst others, the term which provided that the Defendant was to pay the Plaintiff a severance sum of S\$40,000 by way of 4 equal instalments of S\$10,000 each on 28 February 2005, 31 March 2005, 30 April 2005 and 31 May 2005. The instalments were to be paid by way of post-dated cheques that were issued to the Plaintiff.

8. The Plaintiff also insisted that a confidentiality clause be included as a condition of the Severance Agreement. I had no issues with a confidentiality clause being inserted, save that I informed the Plaintiff that the obligation of confidentiality must be a “two-way” obligation, where the Plaintiff would also

be obliged not to divulge to any other party information about the Defendant and/or myself which the Plaintiff had obtained in the course of her employment and/or dealings with me.

9. As the Defendant's and my reputation are very important to our business, I insisted that the confidentiality clause be drafted as a two-way obligation to prevent the Plaintiff from disclosing information that could be, and/or could be deemed, harmful to us.

10. It was also agreed between parties that the Plaintiff will complete the March/April 2005 edition of the XL Magazine before leaving the Defendant's employ on 31 March 2005.

11. On or about 21 February 2005, after the Severance Agreement was entered into, by way of an email, I requested for an update from the Plaintiff on the following:-

- (a) her employment pass application; and
- (b) content of the March/April 2005 edition of the XL Magazine.

A copy of the aforesaid email is annexed hereto and marked "**RJH-4**".

12. On 22 February 2005, the Plaintiff replied to my email of 21 February 2005. What is significant from this email is that her tone has now changed and she has adopted a more hostile attitude towards me, alleging that I had forced her out of the company and had treated her in a horrific manner. From the tone of her email, it appears that her anger in having to leave the Defendant's employ is starting to get the better of her and she is starting to lose control of her temper. In particular, her email stated that she was not leaving her position until her new position is confirmed. A copy of the aforesaid email is annexed hereto and marked "**RJH-5**".

13. The Plaintiff's email caused me some concern as it suggested that she was intending to breach the terms of the Severance Agreement and would refuse to leave the Defendant's employ by 31 March 2005. In the circumstances, the Plaintiff, through its then solicitors, M/s Jeffrey Soh & Company, wrote to the Plaintiff requesting that she confirm that she would abide by the terms of the Severance Agreement. A copy of M/s Jeffrey Soh & Company's letter of 23 February 2005 is annexed hereto and marked "**RJH-6**".

14. On or about 28 February 2005, during a meeting attended by the Plaintiff, one Dave Rogers ("Dave"), and myself, the Plaintiff stated that she had been informed by a lawyer whom she met on the previous day as follows:-

- (a) the Defendant, as a company, was under investigation and was going down; and
- (b) she wanted the full payment of the severance sum immediately to leave a “*sinking ship*”.

15. There is absolutely no truth to the Plaintiff’s allegations set out above. The Defendant, as a company, is doing well and was not in danger of “going down” as alleged by the Plaintiff.

16. Dave and I therefore replied that we did not know of any such allegations and there was no truth to the same as far as we and the Defendant were concerned. We further informed her that if what she said was genuine and legitimate she should give us more details of what was going on, if at all, so that we could follow up on the same.

17. Upon being asked to furnish more details to justify the legitimacy of her allegations, the Plaintiff ceased making and/or relying on the above allegations, and confirmed that she would abide by the terms of the Severance Agreement. However, it was clear to Dave and me during the meeting that she was extremely angry with the Defendant, Dave, and myself by this time.

*Breach Of Severance Agreement*

18. In or around the end of February 2005 or the beginning of March 2005, in accordance with the Severance Agreement, the Plaintiff drew on the first post-dated cheque for the first instalment of S\$10,000. The Defendant honoured this first instalment payment.

19. However, I found out after the first instalment payment was made, that in breach of her obligations under Clause 8 of the Severance Agreement, the Plaintiff had published, divulged and/or in some manner communicated with various third parties, including various of the Defendant's members ("XL Life Members") the following matters:-

- (a) information relating to her history within the Defendant;
- (b) financial details and company information of the Defendant; and
- (c) information and/or details about the Plaintiff's relationship with me, which are detrimental, negative and/or harmful to the Defendant and/or me.

20. In particular, I have been informed that between the period of February 2005 to March 2005, the Plaintiff had on various occasions spoken to, amongst others, one Penny Wee, who was another employee of the Defendant, and had during those conversations made the following statements and/or representations:-

- (a) the Defendant and its staff had done many wrong things; and
- (b) the Defendant, as a company, was going to go down and its staff together with it.

21. I have also been informed that the Plaintiff had since February 2005 approached XL Life Members and had during her conversations with them made the following representations and/or assertions:-

- (a) the Defendant, as a company, was in financial and legal trouble;  
and
- (b) the Defendant's staff are leaving and/or abandoning the company as a result.



22. The Defendant was not in any financial and/or legal trouble. The above allegations made by the Plaintiff are therefore again wholly untrue and are highly defamatory of the Defendant and/or myself.

*The Plaintiff's Other Disruptive Behaviour*

23. Apart from making untrue statements which are aimed at damaging the reputation of the Defendant and/or me, the Plaintiff also behaved in a disruptive manner prior to leaving the Defendant's employ.

24. On or about 14 March 2005, the Plaintiff found out that the Defendant was planning to set foot in Australia and had named a team of staff for this purpose. This caused her to fly into a rage when she came into the office.

25. While in the office, she behaved in an abusive manner and made various threats about taking the Defendant down and that the Defendant, as a company, will enter her "home country" (i.e. Australia) over her dead body.

26. Dave and I tried to calm her down and requested that she leave the office as she was behaving in a disruptive manner and affecting the staff in the office. We also warned her that if she continued to behave in this way and

refused to leave, the police will be called.

27. The Plaintiff, however, ignored our advice to leave the office peacefully. In fact, she even challenged us to call the police. Being left with little alternative, we did so, and the Plaintiff was escorted out of the office when the police arrived.

*Supplemental Agreement & Subsequent Persistent Breach Of Confidentiality*

28. On or about 29 March 2005, in light of the aforesaid breaches, I informed the Plaintiff that the Defendant and I will require her to undertake to abide by the Severance Agreement, and in particular, the confidentiality clause.

29. I further informed the Plaintiff that, moving forward, I will require her to show that she was committed to abiding by the terms of the Severance Agreement by entering into a supplemental agreement, which provides that in the event either party breaches Clause 8 of the Severance Agreement, the party in breach shall be liable to pay liquidated damages of \$50,000 to the other party.

30. The Plaintiff, however, denies that she had acted in breach of the Severance Agreement. In particular, it is the Plaintiff's case that contrary to our allegations, she had not communicated and/or spoken to anyone on any of the assertions and/or representations set out in paragraphs 19 to 21 above.

31. Be that as it may, in or around mid April 2005, the parties entered into a supplemental agreement ("the Supplemental Agreement"), to provide for additional terms and conditions in respect of the cessation of the Plaintiff's employment with the Defendant. The Supplemental Agreement was also entered into as a compromise agreement to resolve the parties' differences in respect of the Plaintiff's breaches of the Severance Agreement and/or the Plaintiff's disruptive behaviour referred to above.

32. Significantly, it was specifically provided and agreed in the Supplemental Agreement that:-

- (a) Parties shall continue to be bound by and/or adhere to the terms and conditions set out in the Severance Agreement; and
- (b) Clause 8 of the Severance Agreement (i.e. the confidentiality clause) is a significant obligation on the parties, and that in the event either party breaches Clause 8, then the non-defaulting

party shall be at liberty to claim liquidated damages of S\$50,000 against the defaulting party.

33. I had insisted on the liquidated damages clause being included as I wanted to highlight to the Plaintiff the importance that we were placing on ensuring that the Plaintiff cease spreading untruths and/or making false allegations that could be deemed detrimental to the Defendant and/or myself.

34. The Supplemental Agreement was accepted by the Plaintiff, who had legal representation at all material times, without any reservations. A copy of the Supplemental Agreement is annexed hereto and marked "**RJH-7**".

35. Upon the parties signing the Supplemental Agreement, and in the belief that the Plaintiff will honour her obligations of maintaining confidentiality, the Defendant honoured its obligations by paying out the 2<sup>nd</sup> and 3<sup>rd</sup> instalments of the severance pay in accordance with the Severance Agreement and Supplemental Agreement.

36. However, after the Supplemental Agreement was signed and entered into, and after the Defendant had effected payment of the 2<sup>nd</sup> and/or 3<sup>rd</sup> instalments of the severance pay, the Plaintiff, again, in breach of her obligations under Clause 8 of the Severance Agreement published, divulged

and/or in some manner communicated with various third parties the following matters:-

- (a) information relating to her history within the Defendant;
- (b) financial details and company information of the Defendant; and
- (c) information and/or details about the Plaintiff's relationship with me, which are detrimental, negative and/or harmful to the Defendant and/or me.

37. In particular, and amongst others, the Plaintiff communicated (through various means) with one Mr Thomas Powers ("Mr Powers") on various occasions during the period between May 2005 to early June 2005 wherein she made the following allegations and/or assertions:-

- (a) that the Defendant was not doing well and that it was not treating its members fairly and/or properly;
- (b) the Defendant, as a company, was being run poorly and that the Defendant in fact had no monies;

- (c) numerous members of the Defendant were unhappy with the Defendant and were bringing claims and/or law suits against the Defendant, and the Defendant, as a company, will soon go under;
- (d) that I had been “brutalizing” the Plaintiff and had treated her badly;
- (e) that I had been deceiving Mr Powers and/or had behaved badly in connection with my dealings with him; and
- (f) that the Plaintiff was under a “gag order” now, but once the same was lifted, she would go to the press to tell them all about me and the kind of person that I am.

38. The above allegations made by the Plaintiff to Mr Powers are untrue and, again, highly defamatory of the Defendant and/or myself.

39. I was highly disappointed by this turn of events as the Defendant and I had acted in good faith and had honoured our side of the bargain thus far. The Plaintiff, on the other hand, having had the benefit of the first 3 instalment payments, had again chosen to breach the Severance Agreement and

Supplemental Agreement by spreading untruths.

40. On 18 May 2005, the Defendants, through its solicitors, M/s Drew & Napier LLC, gave the Plaintiff notice, amongst others, of her breaches of Clause 8 of the Severance Agreement. The Defendants further demanded that the Plaintiff immediately cease and desist from committing such breaches and reserved our rights to commence legal proceedings in respect of the same. A copy of the aforesaid letter of 18 May 2005 is annexed hereto and marked “**RJH-8**”.

41. I am advised and verily believe that in light of the persistent breaches committed by the Plaintiff as set out above, the Defendant is entitled to:-

- (a) countermand the post-dated cheque for the final instalment payment; and
- (b) claim against the Plaintiff the sum of \$50,000, being the liquidated damages provided for in the Supplemental Agreement.

42. The Plaintiff, however, through her solicitors, denied that she had breached Clause 8 of the Severance Agreement. In addition, the Plaintiff

asserts that she had not, at all material times, published, divulged and/or in any manner communicated to any third party any of the above matters. A copy of the Plaintiff's solicitors' letter of 24 May 2005 is annexed hereto and marked "**RJH-9**".

43. Accordingly, in light of the Plaintiff's breaches of the Severance Agreement and Supplemental Agreement, the Defendant gave instructions to its bank to countermand payment on the post-dated cheque for the final instalment payment.

44. On 2 June 2005, the Plaintiff, through her solicitors, issued a letter of demand for the sum of S\$10,000, claiming that the Defendant is liable to the Plaintiff for a dishonoured cheque. A copy of the said letter of demand is annexed hereto and marked "**RJH-10**".

45. The Defendant's solicitors responded on 22 June 2005, denying that the Defendant is liable to the Plaintiff as a result of her breaches of the Severance Agreement and Supplemental Agreement. The Defendant's solicitors further stated that in light of her aforesaid breaches, it was the Plaintiff who was herself liable to the Defendant for the sum of \$50,000, being the liquidated damages provided for in the Supplemental Agreement. A copy of the aforesaid letter is annexed hereto and marked "**RJH-11**".



46. Thereafter, there were a couple more letters between the respective parties' solicitors, whereby the parties set out their respective positions, amongst others, denying that they were in breach of the Severance Agreement and/or the Supplemental Agreement. Copies of these letters are annexed hereto and collectively marked "**RJH-12**".

*Plaintiff's Repeated/Persistent Disruptive Behaviour*

47. It is significant to note that even till now the Plaintiff has deliberately tried to act in a manner such as to cause disruption to the Defendant, the Defendant's business, to me, and/or interfere with the potential witnesses that the Defendant may call at trial.

48. This is evident from, amongst others, the following incidents:-

- (a) the Plaintiff contacted one Graeme Fowler ("Graeme"), the Defendant's representative and/or licence holder in Australia, alleging that there are "*multiple law suits*" against the Defendant in Singapore and that there was a "*need to speak*" to Graeme about the Defendant's plans to go into Australia. The Plaintiff's assertion that there are multiple law suits against the Company is wholly untrue. First, save for the present suit, there

are no other suits against the Defendant and/or myself. Second and in any event, whether there are “*multiple law suits*” in Singapore is wholly irrelevant to our operations in Australia and/or to Graeme. The only reason the Plaintiff is doing so is to attempt to smear the Defendant’s and/or my reputation, and to disrupt our business and operations. A copy of the Plaintiff’s email of 12 September 2005 is annexed hereto and marked “**RJH-13**”; and

- (b) On or about 1 September 2005, after taking out the present summary judgment application, and having noted from the Defence filed on 26 July 2005 that Penny Wee may potentially be a witness which the Defendant may call at trial, the Plaintiff contacted Penny Wee and made the following threats and/or assertions, in a bid to interfere with and/or prevent Penny Wee from appearing as witness:-
  - (i) that she has noted that Penny Wee was named in one of the Defendant’s court documents. She further asked if Penny Wee’s parents are still in Australia;
  - (ii) as Penny Wee may be going up against the Plaintiff, an

Australian, she required Penny Wee's full name so that it could be furnished to, and/or registered with, the Australian High Commission, and someone from the Australian High Commission will attend the hearing to watch Penny Wee giving evidence against the Plaintiff;

- (iii) Penny Wee ought not to give evidence against her, as she had treated Penny Wee well when she was previously in the Defendant's employ; and
- (iv) if Penny Wee still persists in going up against her, she will ensure that her lawyers tear Penny Wee apart on the stand.

49. That the Plaintiff had seen fit to act, amongst others, in the manner set out above even though the parties are in the midst of a legal suit evidences the Plaintiff's bad faith and malice against the Defendant and/or myself.

*Triable Issues &/or Disputes Of Facts*

50. In light of the above factual circumstances, I am advised and verily believe that there are substantial and significant disputes of facts and/or triable

issues between the parties in the present case, and that the Plaintiff is therefore not entitled to summary judgment.

51. In particular, the following issues and/or facts are in dispute:-

- (a) the Plaintiff had, during the period between February 2005 to mid-April 2005, communicated with various third parties, including various XL Life Members, and made representations and assertions on the following matters:-
  - (i) information relating to her history within the Defendant;
  - (ii) financial details and company information of the Defendant; and
  - (iii) information and/or details about the Plaintiff's relationship with me, which are detrimental, negative and/or harmful to the Defendant and/or me.
- (b) the Plaintiff had therefore, during the period between February 2005 and April 2005, breached the Severance Agreement;
- (c) the real reason for the Plaintiff agreeing to enter into the Supplemental Agreement was as a result of her breach of the Severance Agreement during the period between February 2005

and April 2005;

- (d) the Plaintiff had, after entering into the Supplemental Agreement, communicated with various third parties, and in the process divulged and/or in some manner communicated with those third parties the following matters:-
  - (i) information relating to her history within the Defendant;
  - (ii) financial details and company information of the Defendant; and
  - (iii) information and/or details about the Plaintiff's relationship with me, which are detrimental, negative and/or harmful to the Defendant and/or me;
  - (iv) information and/or details about the Plaintiff's relationship with me, which are detrimental, negative and/or harmful to the Defendant and/or me.
  
- (e) the Plaintiff had, on various occasions during the period between May 2005 to early June 2005, communicated (through various means) with Mr Powers wherein she made the following allegations and/or assertions:-

- (i) that the Defendant was not doing well and that it was not treating its members fairly and/or properly;
- (ii) the Defendant, as a company, was being run poorly and that the Defendant in fact had no monies;
- (iii) numerous members of the Defendant were unhappy with the Defendant and were bringing claims and/or law suits against the Defendant, and the Defendant, as a company, will soon go under;
- (iv) that I had been “brutalizing” the Plaintiff and had treated her badly;
- (v) that I had been deceiving Mr Powers and/or had behaved badly in connection with my dealings with him; and
- (vi) that the Plaintiff was under a “gag order” now, but once the same was lifted, she would go to the press to tell them all about me and the kind of person that I am.

(f) the Plaintiff was therefore in breach of the Severance and Supplemental Agreement.

52. I am advised and verily believe that in light of the above disputes of facts which are present in the present case, it is necessary, in the interest of justice and fairness, for there to be a full trial and cross-examination of both parties' witnesses before judgment is granted. This is so that these disputes in issues and facts may be thoroughly examined and explored before the Honourable Court adjudicates on the merits of the claim.

*Conclusion*

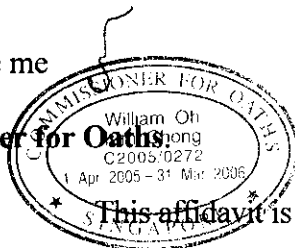
53. In the circumstances, I humbly pray that the Plaintiff's application be dismissed with costs.

AFFIRMED in Singapore by  
the abovenamed Roger James Hamilton  
this 14<sup>th</sup> day of Sept 2005

)  
)   
)

Before me

A Commissioner for Oaths



\* This affidavit is filed on behalf of the Defendants. \*

THIS IS THE EXHIBIT MARKED " *RJH-1* "
REFERRED TO IN THE AFFIDAVIT
OF *Roger Terren Hamilton*
SWORN/AFFIRMED THIS *14<sup>th</sup>* DAY
OF *September* 2005

BEFORE ME



A COMMISSIONER FOR OATHS



**EMAIL No. 5**

-----Original Message-----

**From:** Roger Hamilton [mailto:roger@rogerhamilton.com]

**Sent:** Thursday, January 13, 2005 1:27 AM

**To:** 'linda@rogerhamilton.com'

**Subject:** RE:

Hi Linda,

Yes I will do this. I want to make sure money is not an issue. I will put it in a letter but want to propose:

1. Payment through to February as per salary with 13<sup>th</sup> month paid this month.
2. Additional \$50,000 paid. \$5,000 per month through 10 months to end of year.
3. Write off the \$10,000 on the UOB credit card.

Thanks and will put it in a letter first thing when I'm at a printer.  
Roger

-----Original Message-----

**From:** Linda Ruck [mailto:linda@rogerhamilton.com]

**Sent:** Tuesday, January 11, 2005 12:08 PM

**To:** 'Roger Hamilton'

**Subject:**

**Importance:** High

Roger

Accepted and realise there is nothing I can do about your decision. I understand how important the children are to you and I know Renata would want me out the country if she returned to Asia. I realise you would sacrifice me or anyone at this stage for the children and you are not strong enough to fight Renate and support me as a partner in the company.

I will finish issue 6 of XL and have it go to print end of February. I will also go all out for a new job and aim to have one by the end of February.

Could you please prepare a draft severance package. I will need financial support to relocate and put a roof over my head. Please consider my almost three years in the company of deligence and commitment.

Linda

**EMAIL No. 6**

-----Original Message-----

**From:** Linda Ruck [mailto:linda@resultsfoundation.com]**Sent:** Saturday, January 22, 2005 2:02 PM**To:** 'Roger Hamilton'**Subject:** My plans and XL Magazine**Importance:** High

Hi Roger

As confirmed I am working on the 6th edition of the magazine and when completed this will be a year of running a magazine under my belt. I expect it to go to print the second week of March. I'm working with all the speakers for content and also working on my own contribution.

I have managed to get sponsorship to climb one of the Seven Summits Mt Kilimanjaro in Africa. The adventure travel company is sponsoring the land sector if I do a "Extraordinary Adventure" feature for the March/April edition. I am now trying to secure airline sponsorship. I have contacted the Nelson Mandela Foundation and can take a two day side trip from Nairobi to go and do a foundation article. I think it will be great for the magazine and something we have spoken to Life Members. The travel will be 12 days from the 7th February.

I have the commitment to take the medical supplies down to Sri Lanka on behalf of the foundation. I will do a special article for XL Magazine and an update for Life Members. I will go to Sri Lanka at the beginning of March and include the article in the March edition.

I will make the official statement to all Life Members just before I leave for Africa on the 6th February. **My official leaving date from the company will be the 31st March. You will be traveling a lot as well and this date should be suitable to both of us. I can work between the office, home and traveling.**

I will finalize all I have started, keep my promises to people and wrap up. This will be less impact on the magazine, Life Members and our associates. I will also prepare future articles for the new editor under my pseudonym which will continue the unique flow of the magazine.

I am organizing a short trip to Dubai and should get confirmation of the Sheik Mo interview this week. While in Dubai I will visit the publishing company and see if they are interested in me working for them. I'm prepared to work for free to get my foot in the door. I have two passions in life writing and humanitarian work these will be my focus and I will see what opportunities come my way. I've just applied for a position with Unicef and looking into the United Nations. I am going to leverage the magazine to plan my future either in Dubai or with a humanitarian organization.

Regardless of what you believe Roger actually leaving the company has been a huge upheaval in my life. I have loved both you and all we have achieved with all my heart.

In the meantime I will focus on the magazine and my future employment possibly in Dubai or for a charity. After all we have had and done Roger we should try and take stock of this really sad situation and get through it as best as we can. You've been my best friend for almost three years and I hope you treat me with respect and help me leave the company with the respect I deserve.

I'm focused and working hard on completing everything I have committed too and producing a really amazing 1st year edition of XL Magazine. In the meantime if you could prepare a draft severance package plan and also a reference.

Kind Regards

Linda

THIS IS THE EXHIBIT MARKED " R-11-2 " " " " "  
REFERRED TO IN THE AFFIDAVIT  
OF Roger James Hamilton  
SWORN/AFFIRMED THIS 14<sup>th</sup> DAY  
OF September 2008.

BEFORE ME

A COMMISSIONER FOR OATHS



**EMAIL No. 8**

-----Original Message-----

**From:** Linda Ruck [mailto:linda@resultsfoundation.com]  
**Sent:** Wednesday, January 26, 2005 8:54 PM  
**To:** roger@rogerhamilton.com  
**Subject:** RE: Post Service Package

Thank you will discuss tomorrow. A reference would be great before I go to Africa as well. See you at 9am.

-----Original Message-----

**From:** Roger Hamilton [mailto:roger@rogerhamilton.com]  
**Sent:** Wednesday, January 26, 2005 8:30 PM  
**To:** 'Linda Ruck'  
**Subject:** Post Service Package

Linda,

Attached is the letter. What I wanted to propose after our last conversation is \$10,000 end Feb, \$10,000 end Mar and then \$5,000 end each month through to October.

After our meeting tomorrow morning with the help of Anthony I think we will all have agreed about how we move forward and then I can tailor the letter to fit.

**Roger Hamilton**  
Chairman



**XL Group of Companies**  
11th Floor, Robinson Tower  
30 Robinson Road, Singapore 048546  
Tel: 6372 3579, Fax: 6323 1131  
[www.resultsfoundation.com](http://www.resultsfoundation.com)  
[www.rogerhamilton.com](http://www.rogerhamilton.com)

**EMAIL No. 9**

-----Original Message-----

**From:** Linda Ruck [mailto:linda@rogerhamilton.com]

**Sent:** Sunday, January 30, 2005 11:22 AM

**To:** roger@rogerhamilton.com

**Subject:** RE: XL Events

Hi Roger

Quick question I'd like to cash out my Director position with XL Events.  
Also what can we do with the Australian licencee as I am the official owner.

I will have the severange package confirmed and give to you to sign before I  
officially make the announcemnt on Friday.

Thanks

Linda





Linda Ruck  
Editor-in-Chief  
XL Magazine

1<sup>st</sup> February 2005


## SEVERANCE PACKAGE

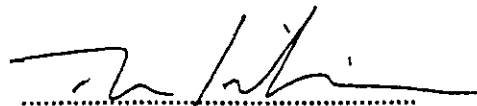
Dear Linda,

This letter serves as notice of cessation of employment in XL Results Foundation as of 31<sup>st</sup> January 2005. Below are the terms of the severance package as agreed:

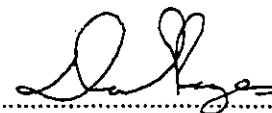
1. **SEVERANCE PAYMENT:** XL Results Foundation will pay you four cheques of \$10,000 each. Payable on 28<sup>th</sup> February, 31<sup>st</sup> March, 30<sup>th</sup> April, 31<sup>st</sup> May. XL Results Foundation will also cover your UOB Credit Card of \$10,000. Roger Hamilton will also take over your \$50,000 liability as shareholder of XL Events by you transferring your 25% shareholding to him and arrange for appropriate documentation to disengage Linda from XL Events.
2. **DEPARTURE DATE:** You agree to complete the next edition of XL Magazine (March/April 2005 edition), and your departure date will be 31<sup>st</sup> March 2005, unless agreed by both parties to terminate earlier.
3. **EMPLOYMENT PASS:** XL Results Foundation will assist in renewing your employment pass which expired and was resubmitted last year.
4. **REFERENCE LETTER:** Roger Hamilton will provide a positive reference letter for you by 1<sup>st</sup> February 2005.
5. **ANNOUNCEMENT DATE:** Upon successful renewal of employment pass, you and the company will announce your departure to XL Results Foundation's membership base and clients.
6. **FUTURE ARTICLES:** XL Results Foundation will fulfil obligations to print two articles for Sri Lanka as per agreed by Linda to third parties in future editions of XL Magazine.
7. **APARTMENT LEASE:** XL Results Foundation will continue to fulfil the obligations of the lease for Linda's apartment and allow Linda to stay in the apartment free-of-charge through to 30<sup>th</sup> June 2005, with the right to take over the lease from XL Results Foundation after this date should she choose to.
8. **CONFIDENTIALITY:** From this day onwards both you and Roger Hamilton agree to keep the conditions of this agreement, your history within the company and all information related to your history, including financial details and company information confidential. You and Roger Hamilton also agree not to discuss or disclose any information which could be deemed detrimental, negative or harmful to the other party.

Agreed on 1<sup>st</sup> February 2005,

  
.....  
Linda Ruck

  
.....  
Roger Hamilton  
On behalf of XL Results Foundation

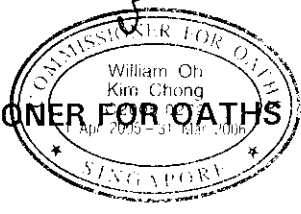
Witnessed by:

  
.....

THIS IS THE EXHIBIT MARKED " R34-4 " " " " "  
REFERRED TO IN THE AFFIDAVIT  
OF Rever James Hamilton  
SWORN/AFFIRMED THIS 14<sup>th</sup> DAY  
OF September 2005 .

BEFORE ME

A COMMISSIONER FOR OATHS





**EMAIL No. 10**

-----Original Message-----

**From:** Roger Hamilton [mailto:roger@rogerhamilton.com]

**Sent:** Monday, February 21, 2005 10:03 PM

**To:** 'Linda Ruck'; 'Linda Ruck'

**Cc:** 'dave rogers'; 'fiona@resultsfoundation.com'

**Subject:** Handover & Next XL Mag

Hi Linda,

Just got back from trip. Hope you are having / had a good trip in Africa.

When you have a moment could you pls send an update on how its going with:

1. Employment pass application
2. Content schedule for next issue of XL Mag

Thanks a lot,  
Roger



**EMAIL No. 11**

-----Original Message-----

From: linda@resultsfoundation.com [mailto:linda@resultsfoundation.com]  
Sent: Tuesday, February 22, 2005 1:22 PM  
To: roger@rogerhamilton.com  
Cc: 'Linda Ruck'; 'dave rogers'  
Subject: Re: Handover & Next XL Mag

I will be back in the office on Monday and update you then.

I am presently working on the next edition of the Magazine. I will go through content schedule next week. I have some excellent content for the next edition.

What handover. Please advise if you have offered the Editorial position to Rebecca's housewife friend?

I am not leaving my position until everything is acceptable from my side employment pass, payout and my new position is confirmed. I have no intention of being unemployed because it suits you.

I have been dedicated to you and the company for almost three years, generated extensive revenue, created extensive goodwill and PR and through no fault of my own I am being forced out the company as a staff member and business partner because your personal situation has changed. Your treatment towards me has been absolutely horrific.

The three of us can discuss this on Monday if you wish.

-----  
This message was sent using IMP, the Internet Messaging Program.



**Jeffrey Soh & Company****Advocates & Solicitors**

408 North Bridge Road #03-01 Lubritrade Building Singapore 188725  
 Tel : 6538 5551 Fax : 6538 5559 (Not for Service of Court Documents)

Your Ref :  
 Our Ref : JS/02/05/XLF  
 Date : 23 February 2005

Ms Linda Ruck  
 XL Foundation  
 Singapore

Dear Linda,

**RE: SEVERANCE AGREEMENT DATED 1 FEBRUARY 2005**

I act for XL Results Foundation.

My instructions are that on 1 February 2005, you entered into a severance agreement with our clients.

I am instructed that you sent an email dated 22 February 2005, a copy of which is attached, which stated, amongst other things, "I am not leaving my position until everything is acceptable from my side employment pass, payout and my new position is confirmed".

This words are tantamount to saying that you intend to breach Condition No. 2 of the Severance, which provides that your departure date will be 31<sup>st</sup> March 2005.

Could you please sign and return a copy of this letter as confirmation that you do not in fact intend to breach the agreement.

Upon receipt of the confirmation, I shall advise my clients to make the payment of \$10,000 due to you on 28<sup>th</sup> February as per Condition No. 1 of the agreement.

In the meantime, I seek your co-operation even as I advise my clients to comply with the agreement strictly.

Yours faithfully

*Jeffrey Soh*

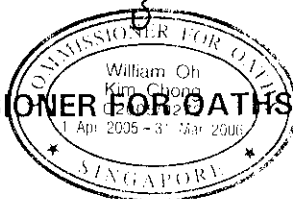
*Linda Ruck*  
 LINDA RUCK  
 28/2/05

AGREE TO PROVIDING POST-DATED  
 CHEQUES AS PER AGREEMENT TODAY.  
*28-2-05*  
 28/2/05

THIS IS THE EXHIBIT MARKED " RJH-7 " " " " "  
REFERRED TO IN THE AFFIDAVIT  
OF Roger James Hamilton  
SWORN/AFFIRMED THIS 14<sup>th</sup> DAY  
OF September 2005.

BEFORE ME

A COMMISSIONER FOR OATHS



## SUPPLEMENTARY AGREEMENT

An agreement made the \_\_\_\_ day of April 2005 between XL Results Foundation Pte Ltd (hereinafter called 'XL') of the one part and Miss Linda Ruck (hereinafter called 'Ms Ruck' of the other part.

### Whereas

- 1) The parties entered into an agreement on 1 February 2005 in relation to the cessation of Ms Ruck's employment with XL (hereinafter called 'the Agreement')
- 2) The said agreement contained a Clause 8 which provided, inter alia, for Ms Ruck and XL's director, Mr Roger Hamilton, to keep confidential information pertaining to XL and Ms Ruck's employment with XL.
- 3) The parties have agreed, and which has not been provided for in the Agreement, that, if either party is in breach of Clause 8 of the Agreement, the non-defaulting party shall be entitled to liquidated damages.

### Now the Parties are Agreed as Follows:

- 1 The parties shall continue to adhere to the terms and conditions of the Agreement.


**Page 2 of Supplementary Agreement**

2 In the event that either party breaches Clause 8 of the Agreement, then the non-defaulting party shall be at liberty to claim against the party in default liquidated damages in the amount of Singapore \$50,000.00.

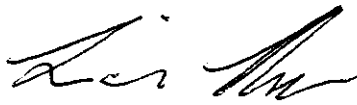
3 Further, in the event of breach of Clause 8 by either party, all obligations of the non-defaulting party under the Agreement which has yet to be performed shall forthwith cease.

**In witness whereof** the parties have set their hands the day and year first above written.

Signed by the abovenamed XL )  
Results Foundation Pte Ltd )  
by their director, Mr Roger )  
Hamilton )  
in the presence of )



Signed by the abovenamed )  
Ms Linda Ruck )  
in the presence of )



**PATRICK EE TIAN HUAT**  
Advocate & Solicitor  
Singapore



THIS IS THE EXHIBIT MARKED " RJN-8 " " " " "  
REFERRED TO IN THE AFFIDAVIT  
OF Robert James Hamilton  
SWORN/AFFIRMED THIS 14<sup>th</sup> DAY  
OF September 19<sup>th</sup> 2005

BEFORE ME

A COMMISSIONER FOR OATHS



18 May 2005

20 Raffles Place #17-00  
Ocean Towers  
Singapore 048620  
ROC No. 200102509E

**PRIVATE & CONFIDENTIAL!**

**By AR Registered Mail & Hand Only**

Ms Linda Ruck  
Blk 310 River Valley Road  
#B1-04  
Villa Royale  
Singapore 238351

DID + 65 6531 2306  
T + 65 6535 0733  
+ 65 9726 0573 (After Hours)  
F + 65 6532 7149  
+ 65 6535 4906  
E wilson.wong@drewnapier.com  
www.drewnapier.com  
**WE DO NOT ACCEPT SERVICE OF  
COURT DOCUMENTS BY FAX**

OUR REF WWCS/269049  
YOUR REF

---

*This document is confidential and may be privileged. If you are not the intended recipient, please notify us immediately; you should not copy it or use it for any purpose, or disclose its contents to any other person.*

---

Dear Sirs

## **CLAIMS BY XL RESULTS FOUNDATION PTE LTD**

1. We act for XL Results Foundation Pte Ltd ("the Company") and Mr Roger Hamilton, the Chairman of the Company.

### ***Failure To Return Company Property***

2. We are instructed that you are a former employee of the Company. During your employment, you were issued with an Acer Laptop for the purposes of your work. In addition, we are further instructed that you had on or about 16 March 2005, taken a Sharp Laptop from the Company's premises.
3. We are instructed that our clients terminated your employment with the Company with effect from 31 March 2005 in accordance with the severance agreement dated 1 February 2005 ("Severance Agreement") entered into between you and the Company.
4. Upon cessation of your employment, you are no longer entitled to keep in your possession both the Acer Laptop and the Sharp Laptop (collectively "the Laptops"). However, despite the termination of your employment, and our clients' repeated demands for the return of the Laptops, you have to date failed, refused, and/or neglected to do so.
5. In the circumstances, our clients have lodged a police report against you in this regard.
6. We are further instructed to and do hereby GIVE YOU NOTICE and DEMAND that you return the Laptops to our clients by 3.00 pm on Friday, 20 May 2005, failing which, it shall be deemed that you intend to wrongfully convert the Laptops, which are the Company's property, to your own use.
7. In that event, our clients will take all necessary steps to protect and/or enforce their legal rights without further reference.

.../2

Ms Linda Ruck  
18 May 2005  
Page 2

*False & Baseless Allegations Published To XL Life Members*

8. We are further instructed that you had also on various occasions made and/or published false and/or baseless allegations ("Allegations") against our clients to various customers of the Company ("Life Members"). The Allegations disparaged our clients' reputation, integrity and/or character.
9. Our clients take an extremely serious view against such malicious acts, which are aimed at injuring our clients' reputation and goodwill. In addition, your actions constitute a flagrant breach of Clause 8 of the Severance Agreement.
10. We are therefore instructed to and do hereby GIVE YOU NOTICE and DEMAND that you immediately cease and desist from making, publishing and/or repeating any further allegations against our clients.
11. All our clients' rights, including their right to commence legal proceedings in respect of your publication of the Allegations, are expressly reserved.

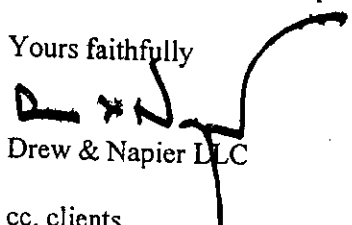
*Disparaging Email Sent Through Yahoo Account*

12. Further, we are instructed to give you notice that our clients have been informed by various Life Members that they are in receipt of various email ("Defamatory Email") sent from Yahoo! Accounts, which contain allegations, including but not limited to allegations that are similar to and/or same as the Allegations, that are false and/or defamatory of our clients.
13. Similarly, our clients take an extremely serious view in respect of this issue and have taken steps to ascertain and/or verify the identity of the author(s) of the Defamatory Email, and the identities of the account holders of the Yahoo! Accounts used to send out the Defamatory Email.
14. All our clients' rights in respect of this issue are expressly reserved.

*Termination Of Mobile Phone Services & Employment Pass*

15. Finally, we are instructed to put you on notice that following the termination of your employment, our clients have taken steps to terminate the following with immediate effect:-
  - (a) the mobile phone service provided and/or subscribed by our clients for the purposes of your employment, and which is still currently being utilised by you; and
  - (b) your employment pass which was applied for by our clients and granted to you for the purposes of your employment with the Company.
16. For the avoidance of doubt, nothing herein shall be construed as a waiver of any of our clients' rights, which are expressly reserved.

Yours faithfully

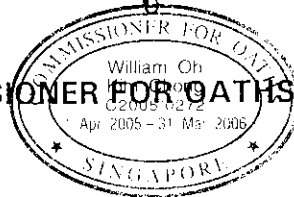
  
Drew & Napier LLC

cc. clients

THIS IS THE EXHIBIT MARKED " RJM-9 " " " " "  
REFERRED TO IN THE AFFIDAVIT  
OF Robert James Hamilton  
SWORN/AFFIRMED THIS 14<sup>th</sup> DAY  
OF September 2008 .

BEFORE ME

A COMMISSIONER FOR OATHS



Your Ref : WWCS/269049

Our Ref : 2005002347PE.hi

Writer's email:

patrick@legal21.com.sg

24 May 2005

**BY FAX & POST**

(Fax No. 6532 7149)

Total : 02 page(s) including this page

**Drew & Napier LLC**  
20 Raffles Place #17-00  
Ocean Towers  
Singapore 048620

Dear Sirs

## **CLAIMS BY XL RESULTS FOUNDATION PTE LTD**

We act for Ms Linda Ruck and are in receipt of your letter dated 18 May 2005 addressed to our client. Our instructions are to reply to your client's allegations raised in the said letter as follows:

### ***Alleged Failure to Return Company Property***

1. With respect to the Acer Laptop, your client's Mr Roger Hamilton as well as several of your client's staff were aware that the Acer Laptop had been discovered stolen from your client's office premises on or around February 2005. Our client has forwarded to us relevant emails as well as names of your client's staff in support of this. It is now mischievous of your client to suggest that our client is still keeping the Acer Laptop.
2. With respect to the Sharp Laptop, our client had retained the same with the consent and knowledge of your client's Mr Hamilton in order to fulfill her contracted obligation to your clients to complete the April 2005 issue of XL Magazine from her home. Our client has also forwarded to us relevant emails in support of this. Our client will return the Sharp Laptop to your clients on or before 5.00 pm on Wednesday 25 March 2005.
3. Under the circumstances, we hereby DEMAND that your clients immediately withdraw the police reports lodged against our client.
4. All our client's rights are expressly reserved in respect of any false and/or misleading police reports lodged by your clients.

### ***Alleged False and Baseless Allegations Published to XL Life Members***

1. We note that your clients have failed to furnish particulars of alleged "Allegations" made and/or published by our client. Your client's bare allegation is therefore baseless and without merit. Our client denies making any alleged "Allegations" against your clients or that she has breached clause 8 of the Severance Agreement and puts your clients to strict proof thereof.
2. Our client will wholly resist any unilateral act by your clients in pursuit of any alleged breach by our client of the Severance Agreement.

• Company Reg No. 200206015K •

CONFIDENTIAL NOTICE: This fax (and any attachments) is confidential and may be privileged. It may be read, copied and used only by the intended recipients, and must not be re-transmitted in an amended form without our consent. If you have received it in error, please notify us immediately. Please then destroy it and do not disclose its contents to anyone.



---

***Alleged Disparaging Email Sent Through Yahoo Account***

1. We again note your clients' failure to furnish particulars of such alleged "Defamatory Email". Our client denies she has sent any "Defamatory Email" to your clients and puts your clients to strict proof thereof. She refutes your clients' suggestion that she authored and/or sent emails of a defamatory nature to your clients.
2. Our client takes a similarly serious view of false and misleading allegations made by your clients against her and will not hesitate to commence legal proceedings against your client as she deems appropriate.

***Termination of Mobile Phone Services & Employment Pass***

1. Paragraph 15 of your said letter is noted.

Yours faithfully



Patrick Ee  
Legal21 LLC

Cc Client

[I:/2005/2347drew & napier.letter]

THIS IS THE EXHIBIT MARKED " *RJH-10* "  
REFERRED TO IN THE AFFIDAVIT  
OF *Roger James Hamilton*  
SWORN/AFFIRMED THIS *14<sup>th</sup>* DAY  
OF *September 2001*

BEFORE ME

A COMMISSIONER FOR OATHS



Your Ref : JS/05/G3313

Our Ref : 2005002347PE.hl

Writer's email:

patrick@legal21.com.sg

2 June 2005

**BY FAX & POST**

(Fax No. 6538 5559)

Total : 01 page(s) including this page

**Jeffrey Soh & Co**

408 North Bridge Road #03-01

Lubritrade Building

Singapore 188725

Attn : Mr Jeffrey Soh

Dear Sirs

**EMPLOYMENT DISPUTE  
NOTICE OF DISHONOUR OF CHEQUE**

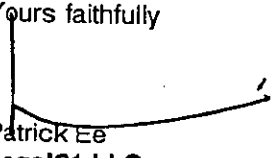
We refer to the above matter.

**WE HEREBY GIVE YOU NOTICE** that a cheque dated 31 May 2005 drawn by your clients on the United Overseas Bank Limited, for the sum of **S\$10,000.00** payable to our client has been dishonoured by non-payment and/or non-acceptance on 1 June 2005 and that your clients are held responsible there for.

We hereby **DEMAND** that you pay the sum of **S\$10,000.00** in cash in place of the said dishonoured cheque to be received by us by 4.00 p.m. on 3 June 2005, failing which, we shall proceed as we deem fit.

Please let us know whether you have instructions to accept service of process on your clients' behalf.

Yours faithfully

  
Patrick Ee  
Legal21 LLC

Cc Client

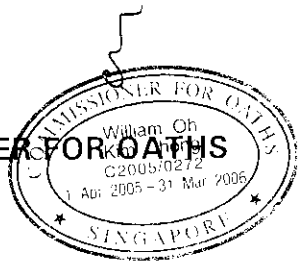
[:/2005/2347/jeffreysoh.letter9]



THIS IS THE EXHIBIT MARKED " RJH-11 " " " " "  
REFERRED TO IN THE AFFIDAVIT  
OF Roger James Hamilton  
SWORN/AFFIRMED THIS 14<sup>th</sup> DAY  
OF September 2005 .

BEFORE ME

A COMMISSIONER FOR OATHS



## DREW &amp; NAPIER LLC

Advocates &amp; Solicitors • Trademark &amp; Patent Agents

22 June 2005

20 Raffles Place #17-00  
Ocean Towers  
Singapore 048620  
ROC No. 200102509E**By Fax Only**

Fax No.: 6532 4800

M/s Legal 21 LLC  
4 Robinson Road, #10-01  
Singapore 048543DID + 65 6531 2306  
T + 65 6535 0733  
+ 65 9726 0573 (After Hours)  
F + 65 6532 7149  
+ 65 6535 4906E wilson.wong@drewnapier.com  
www.drewnapier.comWE DO NOT ACCEPT SERVICE OF  
COURT DOCUMENTS BY FAX

Attention: Mr Patrick Ee/ Mr Joshua Chai

OUR REF WWCS/61/269049

YOUR REF 2005002347JC.h

---

*This document is confidential and may be privileged. If you are not the intended recipient, please notify us immediately; you should not copy it or use it for any purpose, or disclose its contents to any other person.*

---

Dear Sirs

**EMPLOYMENT DISPUTE  
NOTICE OF DISHONOUR OF CHEQUE**

1. We refer to your letter of 2 June 2005 and 17 June 2005.
2. We are instructed that by way of an agreement dated 1 February 2005 ("the Agreement"), our clients arrived at a severance pay package agreement with your client, *inter alia*, on the following terms:-
  - (a) our clients shall pay your client the sum of S\$40,000 in 4 equal instalments of S\$10,000 each on the last day of each month commencing from 28 February 2005;
  - (b) your client shall complete the March/April 2005 edition of the XL Magazine, and shall thereafter leave our clients' employ on 31 March 2005 unless both parties agree to an earlier termination date;
  - (c) both parties shall keep the conditions of the Agreement, your client's history within the company and all information related to your client's history, including financial details and company information confidential. Both parties further agree not to discuss or disclose any information which could be deemed detrimental, negative or harmful of our clients' Mr Roger Hamilton and/or your client.
3. By way of a supplemental agreement ("Supplemental Agreement") entered into between parties, it was further agreed, *inter alia*, as follows:-
  - (a) in the event either party breaches the term set out in 2(c) above, the non-defaulting party shall be at liberty to claim against the party in breach liquidated damages in the sum of S\$50,000; and
  - (b) in the event either party breaches (b) the term set out in 2(c) above, all obligations of the non-defaulting party under the Agreement which has yet to be performed shall forthwith cease.
4. We are instructed that your client had, in breach of her obligations under the Agreement and Supplemental Agreement (in particular, the term set out in 2(c) above), published and/or disclosed to various third parties, *inter alia*, company information, our clients' financial details, and words and/or information that are detrimental and/or harmful of our clients and our clients' Mr Roger Hamilton.

...2/-

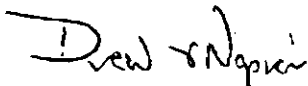
M/s Legal 21 LLC

22 June 2005

Page 2

5. Specifically, your client had in or around end February 2005 to Mid March 2005 published to various of our clients' customers and/or members the following allegations:-
- (a) that she had been shown our clients' accounts and noted that there was no value in the company, and that our clients will soon collapse and/or fall apart;
  - (b) our clients and our clients' Mr Roger Hamilton has cheated their customers and/or members of their membership fees and money for, and/or to further, their own purposes; and
  - (c) that a substantial number of our clients' customers and/or members are suing our clients and/or our clients' Mr Roger Hamilton to recover their monies.
6. In light of the above circumstances, and pursuant to the Supplemental Agreement, our clients are no longer obliged to honour any of their obligations under the Agreement, including but not limited to, making payment in accordance with the instalment plan set out in 2(a) above.
7. Our clients therefore deny that they are liable to your client for the sum of S\$10,000, and will not be making payment of the same as demanded in your letter of 2 June 2005. In the event your client persists on proceeding with her unmeritorious claim, we have our clients' strict instructions to defend the same vigorously, and to accept service of process on their behalf.
8. In addition and contrary to your client's allegations, it is your client who is liable to our clients for the sum of S\$50,000 as a result of your client's breach of the Agreement and Supplemental Agreement.
9. We are instructed to and **DO HEREBY DEMAND** that your client make payment of the sum of S\$50,000 to our clients directly or to us as their solicitors within **fourteen (14) days** from the date of the letter herein, failing which our clients shall take all necessary steps to protect and/or enforce their rights against your client without further reference.
10. Meanwhile, all our clients' rights are expressly reserved.

Yours faithfully

  
Drew & Napier LLC

cc. clients

THIS IS THE EXHIBIT MARKED " RJH-12 " "   
 REFERRED TO IN THE AFFIDAVIT   
 OF  Roger James Hamilton    
 SWORN/AFFIRMED THIS  14<sup>th</sup>  DAY   
 OF  September 2005  .

BEFORE ME



A COMMISSIONER FOR OATHS

# Legal21LLC

Advocates & Solicitors  
(Incorporated with limited liability)

Commissioner for Oaths  
• Reg. No. 200206015K •

4 Robinson Road, #10-01, Singapore 048543. Tel: 6533-7800 Fax: 6532-4800 Email: mail@legal21.com.sg

## FACSIMILE

TO: Mr Wilson Wong	FROM: Mr Joshua Chai
COMPANY: Drew & Napier LLC	DATE: 27.06.2005
FAX NUMBER: 6532 7149	TOTAL NO. OF PAGES INCLUDING COVER: 01
YOUR REFERENCE NUMBER: WWCS/bl/269049	SENDER'S REFERENCE NUMBER: 2005002347JC
RE: <b>EMPLOYMENT DISPUTE NOTICE OF DISHONOUR OF CHEQUE</b>	

Dear Sirs

We refer to your telefax dated 22 June 2005.

Our client categorically denies all allegations in your telefax dated 22 June 2005 and puts your clients to strict proof to each and every allegation made. Our client instructs that the allegations are old allegations and are baseless and they have all been addressed earlier. Our client is of the view that your clients' allegations are a mere attempt not to honour the payment previously agreed upon.

As you are fully aware, your clients have no defence to the cheque that was dishonoured.

Please ask your clients to let us have full payment of S\$10,000.00 by way of a cashier's order in favour of "Legal21 LLC" by 29 June 2005 latest, failing which, a Writ of Summons will be issued against your clients for full recovery. In that event, your clients will be liable for costs of the action.

We confirm that you have instructions to accept service of process on your clients' behalf.

All our client's rights are expressly reserved.

Yours faithfully



Joshua Chai  
Legal21 LLC

cc. client

CONFIDENTIAL NOTICE: This fax (and any attachments) is confidential and may be privileged. It may be read, copied and used only by the intended recipients, and must not be re-transmitted in an amended form without our consent. If you have received it in error, please notify us immediately. Please then destroy it and do not disclose its contents to anyone.

30 June 2005

**BY FAX ONLY:**  
Fax No: 6532 4800

Legal 21 LLC  
4 Robinson Road, #10-01,  
Singapore 048543

**Attention: Mr Joshua Chai**

20 Raffles Place #17-00  
Ocean Towers  
Singapore 048620  
ROC No. 200102509E

DID + 65 6531 2306  
T + 65 6535 0733  
+ 65 9726 0573 (After Hours)  
F + 65 6532 7149  
+ 65 6535 4906  
E wilson.wong@drewnapier.com  
www.drcwnapier.com

**WE DO NOT ACCEPT SERVICE OF  
COURT DOCUMENTS BY FAX**

OUR REF: WWCS/269049

YOUR REF: 2005002347JC

---

*This document is confidential and may be privileged. If you are not the intended recipient, please notify us immediately;  
you should not copy it or use it for any purpose, or disclose its contents to any other person.*

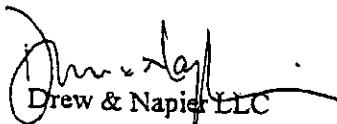
---

Dear Sirs

**EMPLOYMENT DISPUTE  
NOTICE OF DISHONOURED CHEQUE**

1. We refer to your letter dated 27 June 2005.
2. Our clients deny all allegations made in the above letter. As stated in our earlier letter, your client's allegations are baseless and/or misconceived. Be that as it may, our clients have no wish to litigate by way of correspondence. In the circumstances, we shall not be responding to the allegations in your letter presently, but reserve the right to do so at the appropriate time before the appropriate forum.
3. In any event, our clients note that your client has breached her obligations under the Severance Agreement dated 1 February 2005, and is therefore liable to our clients for the said breach.
4. Should your client decide to proceed with her unmeritorious claim, we have strict instructions to resist your client's claim vigorously. In that event, our client shall also look to your client for cost. Further, our clients also reserve their right to claim against your client for her breaches.
5. For the avoidance of doubt, nothing herein shall be construed as an admission of liability on our clients' part and/or a waiver of any our clients' rights, which are expressly reserved.

Yours faithfully

  
Drew & Napier LLC  
cc. clients



----- Original Message -----

From: Linda <<mailto:linda.ruck@pacific.net.sg>> Ruck  
To: Graeme Fowler <<mailto:orion@paradise.net.nz>>  
Sent: Friday, September 09, 2005 8:00 PM  
Subject: Message from Linda

Hi G

I hope you are well. I would like to speak to you regarding your plans to go into Australia.

I am not sure if you are aware there is multiple legal action going on in Singapore.

I'm sorry G but we do need to speak.

Linda

Linda Ruck  
Director  
Linda Ruck Communications

<<mailto:linda.ruck@pacific.net.sg>> [linda.ruck@pacific.net.sg](mailto:linda.ruck@pacific.net.sg)

mobile:  
+65 9451 8100

<[https://www.plaxo.com/add\\_me?u=4295519488&v0=1098875&k0=1478391531](https://www.plaxo.com/add_me?u=4295519488&v0=1098875&k0=1478391531)>  
Add me to your address book...



**IN THE SUBORDINATE COURTS OF THE  
REPUBLIC OF SINGAPORE**

MC15447/2005/G

Between

LINDA IRENE RUCK  
(Australia) Passport No.: E7081714

...Plaintiff(s)

And

XL RESULTS FOUNDATION PTE LTD  
RC No.: 200107729C

...Defendant(s)

---

**AFFIDAVIT**

---

WONG CHIN SOON WILSON  
DREW & NAPIER LLC  
20 RAFFLES PLACE  
#17-00 OCEAN TOWERS  
SINGAPORE 048620  
TEL:65350733  
FAX:06565327149  
Ref: WWCS/269049

Filed this 14th day of September 2005