

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

Between

XL RESULTS FOUNDATION PTE LTD
RC No. 200107729C

...Plaintiff(s)

And

LINDA RUCK
(Australia) PP No. E7081714

...Defendant(s)

WRIT OF SUMMONS

WONG CHIN SOON WILSON
DREW & NAPIER LLC
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Filed this 10th day of October 2006

WRIT OF SUMMONS
IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE

MC Suit No. of 2006

Between

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

...Plaintiff

And

LINDA RUCK
(Australia Passport No. E7081714)

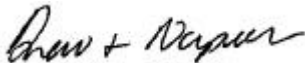
...Defendant

To the Defendant,

LINDA RUCK (Australia Passport No. E7081714) 14 Chancery Hill Road, #03-06,
Singapore 309655

THIS WRIT OF SUMMONS has been issued against you by the abovenamed Plaintiffs in respect of the claim indorsed herein. Within eight (8) days after the service of this Writ on you, you must either satisfy the claim or cause an appearance to be entered for you using the electronic filing service and in default of your so doing the Plaintiffs may proceed with the action and judgment may be entered against you without further notice.

Dated this 10th day of October , 2006.



.....
Solicitors for the Plaintiffs

.....
Senior Deputy Registrar
Subordinate Courts,
Singapore

This Writ may not be served more than six (6) calendar months, after above date unless renewed by Order of the Court.

The Defendant(s) may enter an appearance(s) either personally or by a solicitor at the Registry of the Subordinate Courts.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times, a company incorporated in Singapore, *inter alia*, dealing in the business of technical, vocational and commercial education and mail order agencies.
2. The Defendant is a former employee of the Plaintiff, and the former Editor-in-Chief of the Plaintiff's publication, XL Magazine.
3. The Defendant was also formerly in a relationship with the chairman of the Plaintiff, Mr Roger Hamilton. The relationship ended in or around December 2004.
4. On 1 February 2005, the parties entered into a severance agreement ("Severance Agreement") in respect of the Defendant's cessation of employment with the Plaintiff.
5. A significant term of the Severance Agreement, *inter alia*, provides as follows:-

"8. CONFIDENTIALITY: From this day onwards both you and Roger Hamilton agree to keep to 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."

6. It was also a term of the Severance Agreement that the Plaintiff will pay the Defendant the sum of \$40,000 in 4 monthly instalments of \$10,000 each by way of cheques.

7. Subsequently, a dispute arose between the parties as to whether the Defendant had breached the terms of the Severance Agreement. In particular, it was the Plaintiff's case that the Defendant had breached Clause 8 of the Severance Agreement by publishing, divulging, and/or in some manner communicating to various third parties, including but not limited to Ms Penny Wee, Mr Thomas Powers, Mr Paul Coates and Mr Craig Marshall, and/or other subscription-fee paying members of the Plaintiff, the following matters:-
 - (a) information relating to the Defendant's history with the Plaintiff;

 - (b) financial details and company information of the Plaintiff;

 - (c) information, allegations and/or details about Roger Hamilton, the chairman of the Plaintiff, which are detrimental, negative, and/or harmful to the Plaintiff and/or Roger Hamilton; and

 - (d) information and/or details about the Plaintiff's relationship with Roger Hamilton which are detrimental, negative and/or harmful to the Defendants and/or Roger Hamilton.

8. In or around April 2005, the parties entered into a supplemental agreement (“the Supplemental Agreement”), *inter alia*, to provide for additional terms and conditions in respect of the cessation of the Defendant’s employment with the Plaintiff and/or to compromise the parties’ dispute in respect of the Defendant’s breaches of Clause 8 of the Severance Agreement.

9. Pursuant to the terms of the Supplemental Agreement, the parties agreed, *inter alia*, as follows:-
 - “2. In the event that either party breaches Clause 8 of the [Severance 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.

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

10. In or around the time between end April to end May 2005, after parties executed the Supplementary Agreement, a dispute arose again as to whether the Defendant had breached her obligations under the Severance Agreement and Supplementary Agreement.

11. In particular, it was the Plaintiff’s case that the Defendant had again breached her obligations under Clause 8 of the Severance Agreement, and that the Plaintiff was therefore entitled to and did withhold the payment of the 4th instalment of the \$10,000 to the Defendant.

12. The Defendant denied that she was in breach of the Severance Agreement and/or Supplemental Agreement. Instead, the Defendant claimed that the Plaintiff was the party in breach of the agreements by withholding payment of the 4th instalment payment of the \$10,000.
13. In July 2005, the Defendant sued the Plaintiff in MC Suit No. 15447 of 2005G (“MC Suit 15447”) alleging that the Plaintiffs had defaulted on the Defendant’s severance payments.
14. On 10 August 2005, the Plaintiff filed its defence and also counterclaimed against the Defendant for the sum of \$50,000, being the liquidated damages due to the Plaintiff as a result of the Defendant’s breach of the Severance Agreement and Supplemental Agreement.
15. On 29 August 2005, the Defendant applied for summary judgment against the Plaintiff in MC Suit No. 15447.
16. On 14 December 2005, the Plaintiff was granted unconditional leave to defend the Defendant’s claim in MC Suit No. 15447.
17. On 10 March 2006, the Plaintiff served on the Defendant a list of interrogatories (“Interrogatories”) in respect of various matters relating to MC Suit No. 15447.

18. After the Interrogatories were served on the Defendant, and before the Defendant furnished the answers to the same, MC Suit No. 15447 was settled amicably between the parties by way of a settlement agreement (“Settlement Agreement”) as evidenced by the Plaintiff’s solicitors’ letter of 28 March 2006 to the Defendant’s solicitors, M/s Legal 21 LLC, and by M/s Legal 21 LLC’s reply of 4 April 2006.
19. It is a term of the Settlement Agreement that parties shall agree to continue to abide by the terms of the Severance Agreement and the Supplemental Agreement.
20. Pursuant to the Settlement Agreement, the Defendant also signed a written confirmation and retraction (“the Retraction”) dated 12 April 2006, *inter alia*, stating that the Defendant retracts allegations she made against the Plaintiff and Roger Hamilton.
21. It is also a term of the Settlement Agreement that the Defendant shall not approach, by any means (verbal or otherwise), any of the Plaintiff’s staff, country partners and/or speakers either to threaten them, persuade them not to partner the Plaintiff, persuade them to leave the Plaintiff’s employ and/or to not speak at any of the Plaintiff’s events.

22. On 23 June 2006, during a telephone conversation between the Defendant and one Mr Daniel Priestley, the Plaintiff's country partner and licensee in the United Kingdom, the Defendant, in breach of her obligations under the Settlement Agreement, Severance Agreement, and Supplemental Agreement, made the following allegations: -

- (a) that the Plaintiff, as a company, is being run poorly and that the Plaintiff in fact has no monies;
- (b) the Plaintiff and Roger Hamilton are misappropriating company funds, and have siphoned monies out of the country;
- (c) the Plaintiff and Roger Hamilton were under criminal investigations; and
- (d) the Plaintiff and Roger Hamilton are guilty of fraudulent conduct.

23. On 8 July 2006, during a telephone conversation between the Defendant and one Mr Paul Dunn, the Plaintiff's country partner and licensee in Australia, the Defendant, in breach of her obligations under the Settlement Agreement, Severance Agreement, and Supplemental Agreement, alleged that:-

- (a) the Plaintiff and Roger Hamilton are under criminal investigations;

- (b) the Plaintiff and Roger Hamilton are guilty of fraudulent conduct; and
 - (c) while she knew she is obliged, under the Settlement Agreement, not to speak to Paul Dunn, she does not care about those obligations and it does not concern her that she is blatantly breaching the Settlement Agreement.
24. On the night of 18 July 2006, in another telephone conversation between the Defendant and the abovementioned Mr Paul Dunn, the Defendant, in breach of her obligations under the Settlement Agreement, Severance Agreement, and Supplemental Agreement, alleged that:-
- (a) Roger Hamilton has misappropriated the Plaintiff's funds;
 - (b) Mr Paul Dunn should not associate himself with the Plaintiff or Roger Hamilton, and that he should not conduct, participate or proceed with the Plaintiff's events and activities;
 - (c) the Plaintiff and Roger Hamilton are under criminal investigations; and
 - (d) the Plaintiff and Roger Hamilton are guilty of fraudulent conduct.

25. On 3 October 2006, by way of a letter, the Plaintiff, through its solicitors, demanded payment of the sum of S\$50,000, being the liquidated damages due from the Defendant for her breaches of the Settlement Agreement, Severance Agreement, and Supplemental Agreement.
26. To date, the Defendant has failed, refused and/or neglected to pay the Plaintiff the sum of S\$50,000 or any part thereof.
27. And the Plaintiff claims: -
- (a) liquidated damages in the sum of S\$50,000;
 - (b) alternatively, such sum or sums as this Honourable Court may find due to the Plaintiffs;
 - (c) interest;
 - (d) costs; and
 - (e) such further or other relief as this Honourable Court deems fit.



SOLICITORS FOR THE PLAINTIFFS

Note: If the Defendant enter an appearance, then, unless a Summons for Judgment is served on them in the meantime, they must also serve a defence on the Solicitor for the Plaintiffs within 14 days after the last day of the time limited for entering an appearance, otherwise judgment may be entered against them without further notice.

This Writ is issued by Drew & Napier LLC of 20 Raffles Place, #17-00 Ocean Towers, Singapore 048620, Solicitors for the Plaintiffs of 20 Bendemeer Road, #07-01/14, Singapore 339914.

This Writ was served by
at
on _____, the _____ day of _____, 2006.
Indorsed the _____ day of _____, 2006.

Process Server