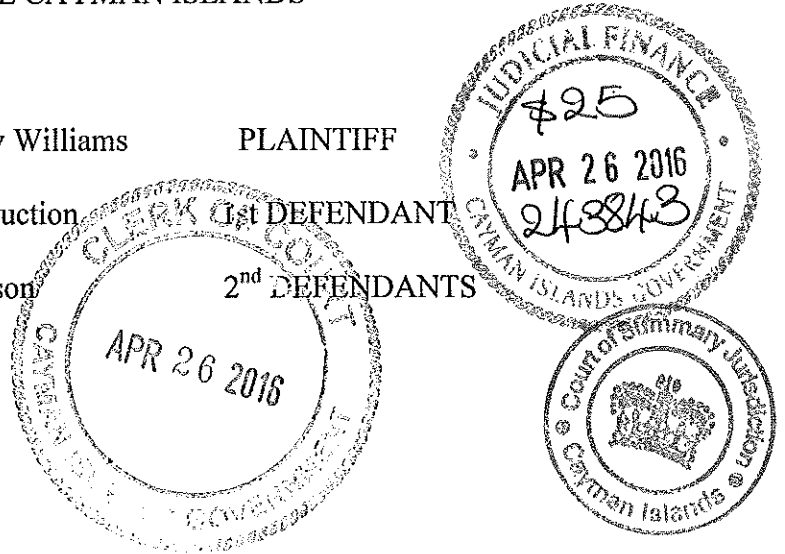

PLAINT

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC. 0111 OF 2016

BETWEEN: Frederick Anthony Williams PLAINTIFF
AND: Caribbean Construction 1st DEFENDANT
AND: Christopher Jackson 2nd DEFENDANTS

TO: 1st and 2nd Defendants
c/o Autocraft, Bernard Drive
Off North Sound Road, GT
GRAND CAYMAN



THIS PLAINT 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 SERVICE OF THIS Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court's Office, P.O.Box 495,GT,Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a Default Judgment without any further notice to you.

Issued this *26* day of April, 2016.


PARTICULARS OF CLAIM

1. The Plaintiff resides in Grand Cayman and is and was at all materials times an employee of the Defendants . The Plaintiff's address for service is in care of his attorney, Morris M. Garcia, Esq, 5th Floor, Genesis Bldg, GT, Grand Cayman.
2. The 1st Defendant is a business entity operating inter alia, a construction business in George Town, Grand Cayman and is and was at all material times the Employer of the Plaintiff.
3. The 2nd Defendant is a director/owner of the 1st Defendant and held himself out as doing business on behalf of the 1st defendant.
4. The Defendants are indebted to the Plaintiff in the sum of CI\$7,800.00 being the balance of the monies owed by the defendants to the plaintiff under a Deed of Settlement, Waiver and Release ('the Settlement') dated 29th September, 2014.
5. The Settlement agreed a settlement sum between the parties of CI\$14,000.00 to be paid to the plaintiff by the 1st defendant in the following manner: (a) CI\$2,000.00 by November 30, 2014 and (b) CI\$12,000.00 to be made by equal monthly installments of CI\$750.00 due at the end of each month and continuing until March 2016.
6. That since the date of the Settlement, the 1st defendant paid a cheque of CI\$2,700.00 to the plaintiff followed by 5 payments of CI\$700.00 each for a total of CI\$6,200.00. The 5th payment made was on July 1, 2015 for CI\$700.00 and no further payments have been made since that time.
7. That had the 1st defendant made these monthly payments as per the Settlement, the payments would have been completed by March 2016.
8. That the 1st defendant failed to make the payments in a timely manner and in some instances made no payments at all.
9. That as a result of the defaults in payment by the defendants, the sum of CI\$7, 800.00 remains due and owing to the plaintiff under the terms of the said Settlement.
10. The Plaintiff further claims interest on the said sums pursuant to the Judicature Law (2007 Revision) and the Rates of Interest Rules as amended from time to time..
11. The Plaintiff will rely on the said Settlement for its full terms and effect at the hearing of this cause.
12. Despite demand and requests, the Defendants have failed and are still failing/refusing to pay the plaintiff the sum of CI\$ 7,800.00 or any sum at all..

AND THE PLAINTIFF CLAIMS:-

1. The said sum of CI\$7,800.00
2. Interest on the said sum pursuant to the Judicature Law(2007 Revision) and the Judgment Debt Rates a amended from time to time.
3. Costs on an indemnity basis or standard basis in accordance with the Court Costs Rules 2001, and
4. Such further and other relief as this Court may deem just.

Dated this 26 day of April, 2016



Morris M. Garcia
Attorney-at-law

Filed by Morris Garcia, 5th Floor, Genesis Bldg, GT, Grand Cayman, attorney-at-law for the Plaintiff.

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the defendant says that he/she/they is/are not liable to the plaintiff, or is/are not liable for the full amount claimed)

Defendants' signature

REMINDER:

This form must be taken or sent to the Court's Office, P.O.Box 495,GT,Grand Cayman within 14 days of receipt, otherwise a default judgment may be entered against you.