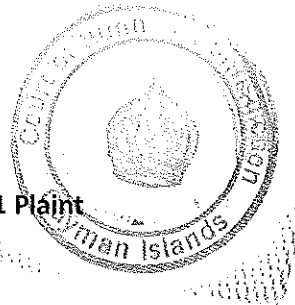


No. 1 Plaintiff



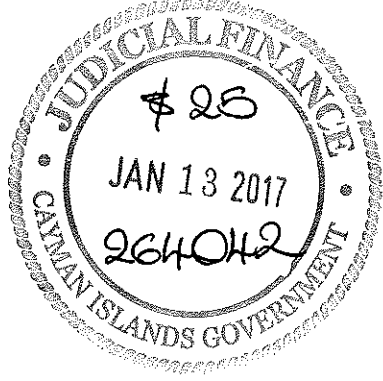
IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 0007 of 2017

BETWEEN: Scott B. Henderson

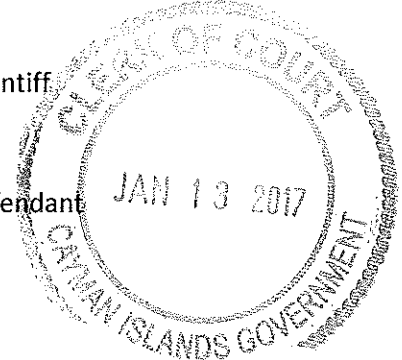
AND:

Cayman Private Charters/Bill Baldwin



Plaintiff

Defendant



To the Defendant:

Cayman Private Charters/Bill Baldwin

Caymanabay, Grand Cayman, or Unit #4 Turnberry, Safehaven, 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 Office, PO Box 495GT, George Town, 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 defense in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defense, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 13th day of January, 2017

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

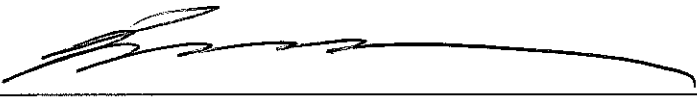
(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him) AND the Plaintiff claims:

1. On Saturday December 10, 2016, the Plaintiff and Defendant had various discussions via Messenger and agreed to meet the following day at 10:30 outside Bay Market, Camanabay to discuss the possibility of the Plaintiff joining Cayman Private Charters in the capacity of Captain and Management.
2. During this discussion, Defendant mentioned it was a crew member's birthday the following day and she, Monique, would like the day off. He asked me if I could work the charter with him so he could give her the day off. I agreed.
3. The Plaintiff and Defendant met at Bay Market, Caymanabay, at 10:30 a.m. the next morning, Sunday December 11, 2016, and agreed a salary of KYD\$3,000/month.
4. Plaintiff worked the charter that same day, Sunday December 11, 2016 from 12-6p.m. as requested by his new employer.
5. Defendant requested the Plaintiff to meet him and Monique, the company's administrator, at his apartment the next day, Monday December 12, 2016, to discuss plans for the business. During these discussions, Plaintiff was adamant that he receives a contract for employment, health and pension forms and made it clear how important this was to him personally, and that all the employees have health insurance and registered pension accounts to protect the owner and employees from liability. Plaintiff gave an example of a business consulting contract he had recently completed for Papa Johns, whereby I made it clear how important it was, as a recent hire had had a seizure, but that the Plaintiff had made it a priority to register all employees with health and pensions, which in this case protected both the employee and the employer from liability. Defendant said "we're too busy right now to deal with that, Monique will deal with it after our busy period". For the record, Monique never dealt with it; never provided health insurance or pension forms nor a written contract. Furthermore, during this meeting, the Defendant made it clear to Monique and I, that he "did not have cash to put into the business, not \$20,000, not \$10,000, not \$5,000" and that "the business had to survive on its own". After discussions, Defendant requested that we depart and go to Caymanabay and wait for him on the boats. He never showed, and I departed around 3 p.m. to pick my daughter up from school.
6. Defendant further requested that Plaintiff work a charter on Tuesday December 13, 2016 and take the day off Wednesday December 14, 2016, for which Plaintiff complied.
7. Plaintiff then worked every day from December 15th through January 3, 2017 including Christmas Day, Boxing Day, and bank holidays, Christmas Day observed, December 26th, Boxing Day observed, December 27th, 2016, and New Year's observed, January 2, 2017, save December 14 and 31, 2016 and January 1, 2017 as my three regular days off for three weeks worked.
8. Defendant paid Plaintiff \$1,000 cash representing my salary from December 11-20, 2016.
9. On January 3, 2017, I received an envelope with my paycheck and a letter dated January 3, 2017 stating that the company was "facing issues that will not allow us to keep you on salary. Rather we need to shift you to hourly pay". Never mentioning what the hourly pay would be. I was standing in line at CNB at Caymanabay to cash my check when I opened the envelope and much to my dismay, I saw that my check was for only \$317.50, which perturbed me.

10. There was another piece of paper with handwriting on it included with my paycheck, demonstrating math for my paycheck calculated at \$1,317.50 but a deduction was made for \$1,000 "advance". This was a misunderstanding as the \$1,000 advanced covered my salary for the dates December 11-20, 2016 at my current rate of salary of \$100/day. Therefore, I was owed from December 21-31, 2016, plus reimbursements and tips and bank holiday pay. My pay being short, and never rectified, I have not been able to pay my bills and now fear I will lose my electricity, cable tv, phone and internet service.
11. This, in addition to the comments the Defendant made in our meeting of December 12, 2016, caused me concerns that the company underpaid me and has refused to rectify the situation because it was having financial difficulties, although the owner, Bill Baldwin claims he "has the money and has a net worth of 7 figures".
12. As Plaintiff owns a detached apartment on his premises, which is rented at the rate of \$800/month, all-inclusive of electricity, water, cable tv, and internet. Plaintiff fears the loss of utilities and therefore the loss of his tenant and supplemental income.
13. Plaintiff is also the single parent of a six (6) year old daughter who resides full time with him, and the loss of our utilities will negatively effect the household and the maintenance of the child, which would have been avoided had the Defendant paid the Plaintiff appropriately.
14. Plaintiff pursued his salary through the Labour office, which obviously perturbed the Defendant as he became combatant thereafter.
15. The Defendant made an appointment to meet with Miss Simone Whittaker of the Labour Office on Monday January 9, 2017, but failed to appear, sending Monique in his place, claiming to be off island. No resolution was made.
16. The Labour office stated that they will seek the Director of Prosecutions advice for prosecution once the said salary remains unpaid for 30 days following it's due date.
17. Having exhausted myself attempting to resolve the issue with Bill Baldwin directly, and through the Labour office, Plaintiff now seeks the honorable courts assistance to recover salary, holiday pay, reimbursements and tips owed to the Plaintiff.
18. The Plaintiff is owed \$1,400 in wages from December 21, 2016-January 3, 2017 at agreed rate of KYD\$100/day
19. Additionally, Plaintiff is owed \$300 in bank holiday pay at double time as required by the Labour Law representing three Bank Holidays worked, December 26 & 27, 2016, and January 2, 2017
20. \$62 reimbursement for out of pocket expenses representing gas for the waverunner and Saltine crackers purchased on behalf of the employer for a charter
21. \$61.50 (USD\$75.00) representing a credit card tip left by Mr. and Mrs. Sheldon on my behalf
22. As the total owed the Plaintiff from December 11, 2016-January 3, 2017 is KYD\$2,823.50 and the Defendant has paid \$1,317.50 to date, The Plaintiff claims salary, holiday pay, reimbursement, and tips in the sum of KYD\$1,506 being the correct math.
23. Additionally, in the case of loss of tenants due to loss of utilities directly caused by nonpayment of salary by Defendant, causing the Plaintiff to be unable to pay his utility bills, Plaintiff claims the sum of KYD\$800/month in lost income from time tenants move out until time in which they are replaced, should this occur.

AND the Plaintiff claims:

1. The sum of \$1,506.00 Cayman Island Dollars, and in the case of loss of rental income due to non-payment of utilities directly caused by Defendants failure to pay Plaintiff, \$800/month compensation for period of vacancy until further occupancy is obtained, shall this occur.
2. Interest in the sum of .0238 percentile calculated at the prescribed rate from to date.
3. Fixed costs of \$150.00 plus \$25 filing fee, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service:

6 Archie St., Savannah Newlands, Grand Cayman

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2017

BETWEEN: Scott B. Henderson

Plaintiff

AND:

Cayman Private Charters/Bill Baldwin

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address –

Cayman Private Charters/Bill Baldwin

Caymanabay, Grand Cayman, or Unit #4 Turnberry, Safehaven, Grand Cayman

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of January, 2017

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.