

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

0033
CAUSE NO. SC OF 2017

BETWEEN:

SONITA MALAN

First Plaintiff

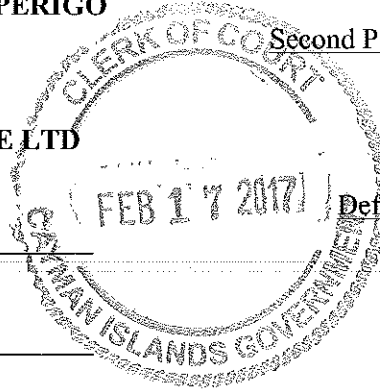
WILLIAM ROBERT PERIGO

Second Plaintiff

-AND-

COMPASS MARINE LTD

Defendant



PLAINT

THIS PLAINT has been issued against you by the above named Plaintiffs 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 495, Grand Cayman KY1-1106, Cayman Islands the accompanying Acknowledgement of Service 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 to return the Acknowledgement 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 17th day of February 2017

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

See overleaf for particulars of the Plaintiffs' claim

STATEMENT OF CLAIM

1. The First and Second Plaintiff are individuals who are married to one another and reside in the Cayman Islands.
2. The Defendant is a limited liability company registered in the Cayman Islands and carrying on business in marine maintenance and repairs.
3. The Plaintiffs and Defendant entered the following agreements:

Share Purchase Agreement

- a. On or about 9 April 2015 the First and Second Plaintiff entered into an agreement with Defendant whereby they would pay the Defendant C\$10,000 in return for shares in the Defendant company of the same value (the "Share Purchase Agreement").
- b. The First and Second Plaintiff complied with the Share Purchase Agreement by paying the Defendant C\$10,000.
- c. The Defendant then verbally advised the First and Second Plaintiff that there would be no shares forthwith and that the C\$10,000 would be treated as a cash loan which would be paid back in full.
- d. On or about 30 June 2016 the Defendant closed the retail division of the company for which the C\$10,000 had been used.
- e. The Defendant has failed to re-pay the First and Second Plaintiff the \$10,000 (the "Share Purchase Debt").

Service Agreement

- f. On or about 6 January 2016 the First Plaintiff and Defendant entered into an agreement under which the First Plaintiff would perform certain social media and marketing work for the Defendant and the Defendant would pay the First Plaintiff C\$500 per month plus expenses for that work (the "Service Agreement").
- g. The First Plaintiff complied with the Service Agreement by performing the agreed social media and marketing work for the Defendant.
- h. The Defendant breached the Service Agreement by failing to pay the First Plaintiff from April 2016 to date for work and expenses in the amount of C\$4,042.76.
- i. On or about 2 November 2016 the First Plaintiff advised the Defendant in writing of the outstanding C\$4,042.76 owed under the Service Agreement.
- j. The Defendant has failed to pay the First Plaintiff the C\$4,042.76 (the "Services Debt").

4. The First and Second Plaintiff claim the Share Purchase Debt of CI\$10,000 plus interest at the rates set out in the Judicature Law from the date of demand, being 26 January 2017 and costs.
5. The First Plaintiff claims the Services Debt of CI\$4,042.76 plus interest at the rates set out in the Judicature Law from the date of demand, being 26 January 2017 and costs.

THE FIRST AND SECOND PLAINTIFFS CLAIM:

- A. The Share Purchase Debt of CI\$10,000;
- B. Pre and Post Judgment Interest pursuant to the Judicature Law;
- C. Costs;
- D. Such other relief as this Honourable Court sees fit.

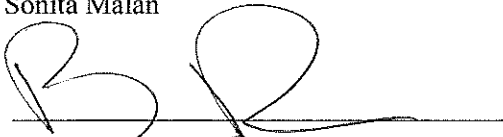
AND THE FIRST PLAINTIFF CLAIMS:

- E. The Services Debt of CI\$4,042.76;
- F. Pre and Post Judgment Interest pursuant to the Judicature Law;
- G. Costs;
- H. Such other relief as this Honourable Court sees fit.

Dated this 17th day of February 2017



Sonita Malan



William Robert Perigo

This Plaintiff is filed by Sonita Malan and William Robert Perigo, whose address for service is 67 B Lake Willow Drive, Savannah, Cayman Islands.

ENDORSEMENTS

LIQUIDATED DEBT OR DEMAND

The amount claimed in respect of the liquidated debt or demand is CI\$14,042.76 made up of principle only.

If, within the time allowed to return the acknowledgement of service, the Defendant pays the Plaintiffs C\$14,042.76 plus fixed costs of \$200, the filing fee of \$25 and interest of C\$0.84 per day from 26 January 2017 until the date of payment, further proceedings will be stayed.

INTEREST

Simple interest is claimed at the Judicature Law rate of 2.38% per annum and is continuing to accrue at \$0.84 per day.

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First Plaintiff

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Second Plaintiff

-AND-

COMPASS MARINE LTD

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address-

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 ion 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.

Dated this day of 2016

Defendant's Signature

Please 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 Plaintiffs, 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 495, George Town, Grand Cayman, Cayman Islands KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.