

**Plaint**

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS**

CAUSE NO: 183 OF 2017

**BETWEEN:**

**KEVIN MCGEOUGH**

**AND:**

- (1) DARIO MAYORQUIN**
- (2) KING IMPORTS LTD**



To the Defendants:

<b>Dario Mayorquin</b> Kingbird Drive A-10 P.O. Box 31448 KY1-1206 GRAND CAYMAN CAYMAN ISLANDS ("First Defendant")	<b>KING IMPORTS LTD</b> Kingbird Drive A-10 P.O. Box 31448 KY1-1206 GRAND CAYMAN CAYMAN ISLANDS ("Second Defendant")
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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 the service of this Plaint 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, 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 within the time stated, the Plaintiff may apply for a default judgment without further notice.

Issued this 8<sup>th</sup> day of September 2017

**IMPORTANT**

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

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**PARTICULARS OF CLAIM**

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1. The First Defendant jointly owns the Second Defendant along with his wife Inga Mayorquin.
2. The Second Defendant is an import company that sells wholesale foods to restaurants and hotels, who carry on business from its office at Kingbird Drive A-10, P.O. Box 31448, KY1-1206, Grand Cayman, Cayman Islands.
3. In September 2013 the Second Defendant agreed to employ the Plaintiff as a Sales Representative and to pay him CI \$500 weekly, with commission at the end of each month. The Plaintiff commenced employment in or about September 2013 and duly performed his duties as agreed.
4. In or about December 2014 the Second Defendant began to default on payment of wages which resulted in the Plaintiff working weeks without remuneration for work he performed. The Plaintiff expressed concerns in relation to Defendants' failure to pay his wages in a timely and consistent manner.
5. The Second Defendant gave numerous assurances that wages would be paid and that the Plaintiff would be duly compensated for monies that were owed for past remuneration, but things only worsened. The Defendants not only continued in their failure to pay the Plaintiff's wages, but it was later revealed that pension contributions were not being paid on behalf of the Plaintiff either.
6. It was at all material times mutually understood that the Plaintiff would receive remuneration on a (weekly) basis for work he performed whilst in employment with the Second Defendant. Furthermore, the Defendants enrolled the Plaintiff into a pension plan with BAF ("the Plan"), which it was required to maintain during his period of employment as mandated by the National Pensions Law (2012 Revision).
7. Pursuant to an undated written contract ("Payment Contract") between the First Defendant and the Plaintiff signed in or about February 2015, the First Defendant acknowledged the monies owed to the Plaintiff in the form of outstanding wages and agreed to pay him on a weekly basis. The First Defendant also agreed to resume making payment on the pension arrears in order to make the Plan current. The First Defendant made an initial payment of CI \$500 pursuant to the Payment Contract the week of 13 March 2015, but has failed to make any further payments since.

8. The Defendants issued several cheques to the Plaintiff which did not clear and still owes for outstanding wages. The Defendants also owe outstanding payments in relation to the Plan.
9. In breach of an express term of the agreement and the Payment Contract, the Defendants' failed to pay the Plaintiff for his wages during his period of employment, from December 2014 through to January 2015 as well as his pension.
10. The Defendants should pay the Plaintiff for his outstanding wages in addition to interest prescribed on the sums owed as at the date of the Plaint as well as the per diem rate until the costs of the outstanding amounts have been paid.

**AND THE PLAINTIFF CLAIMS:**

- (1) The sum of CI \$5,925**
- (2) Interest**
- (3) Costs to be assessed**
- (4) Such further and other relief as this Court may deem fit.**

*Richard H. Barton Attorney-at-Law*

**Richard H. Barton**  
Attorney for the Plaintiff

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KEVIN MCGEOUGH

Plaintiff

AND:

(1) DARIO MAYORQUIN  
(2) KING IMPORTS LTD

Defendants

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ACKNOWLEDGMENT OF SERVICE

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1. State Defendant's name and address:

Dario Mayorquin Kingbird Drive A-10 P.O. Box 31448 KY1-1206, Grand Cayman Cayman Islands
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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 defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

\_\_\_\_\_  
Defendant's Signature

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

**See overleaf**

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**PARTICULARS OF DEFENCE**

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(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)

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Defendant's Signature

**REMINDER -** This form must be taken or sent to the Court Office, PO Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands, within 14 days of receipt otherwise a default judgment may be entered against you.