



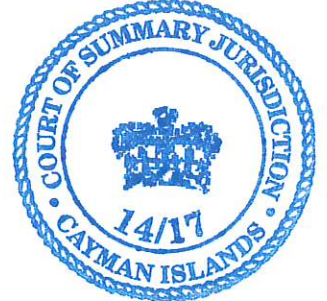
PLAINT

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. SC 18 OF 2019

BETWEEN:	NWF LTD	1 ST PLAINTIFF
AND:	SHERVIN I. WOOD	2 ND PLAINTIFF
AND:	JEB INTERNATIONAL LTD	1 ST DEFENDANT
AND:	JOHNNY E. BROWN	2 ND DEFENDANT
AND:	JOHN ASHLEY EBANKS	3 RD DEFENDANT

TO: JEB International Ltd, Johnny E. Brown and John Ashley Ebanks
George Town, Grand Cayman



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 SERVICE OF THIS PLAINT on you, counting the day of service, you must either satisfy the claim or return to the Court's Office, P.O.Box 495, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to contest the action 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 Plaintiffs may apply for a Default judgment without further notice to you.

Issued this 29 day of January, 2019.

PARTICULARS OF CLAIM

1. The 1st plaintiff is an ordinary, resident company incorporated in the Cayman Islands.
2. The 2nd plaintiff is a director/manager of the 1st plaintiff and is and was at all material times a landlord of the defendants.
3. The 1st defendant is an incorporated local company which is and was at all material times a tenant of the plaintiffs.
4. The 2nd and 3rd defendants are managers /directors of the 1st defendant.
5. On or about August 29, 2017, the 2nd & 3rd defendants acting on their behalf and on behalf of the 1st defendant entered into a commercial lease agreement ('the Lease') with the plaintiffs for the rental of the NWF Building located at 506 Shedden Rd, GT, Grand Cayman, Block 20B, Parcel 91 Cayman Islands for a term of 12months at the monthly rental rate of CI\$4,500.00 payable in advance on the 1st day of every month.
6. Clause 7 of the Lease provides that the defendants will be responsible for the payment of all utilities inclusive of light, water, cable,phone etc used by them at the demised premises during the term of the Lease.
7. Clause 8 of the Lease provides that "where the full amount of the rent due is not received by 4pm on the 1st day of the month, a late fee of CI\$50.00 will be charged plus CI\$10.00 a day until paid in full."
8. The defendants occupied the premises for the purpose of the business carried on by them. In or around July 2018 the defendants vacated the premises leaving arrears of rent and penalties owing to the plaintiffs as follows:-

Particulars

Arrears of Rent for July 2018	CI\$2,000.00
Rent owing for August 2018	4,500.00
Late payment penalty	50.00
Per diem late penalty (July to Dec 2018 And Jan 2-29 th , 2019 (210days @\$10.pd)	2,100.00
Total	CI\$8,650.00

9. The plaintiffs and their attorneys have made demands of the defendants for payment of the said sums but these demands proved unsuccessful.

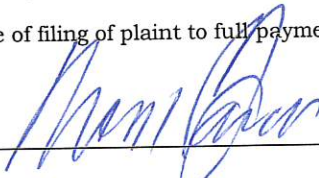
10. The plaintiffs are liable in their corporate and personal capacity, jointly and severally.
11. Accordingly, the plaintiffs claim from the defendants arrears of rent, late payment penalty and daily penalty for breach of the Lease in the sum of CI\$8,650.00.
12. In addition to the principal sum of CI\$8,650.00 due, the plaintiffs are entitled to Pre- and Post Judgment interest on the said sums at the statutory rate of $2\frac{3}{8}\%$ per annum pursuant to the Judicature Law (2013 Revision) and the Judgment Debts (Rates of Interest Rules as prescribed from time to time. Particulars of interest are set out in the schedule attached hereto.
13. Pre-Judgment interest from August 1, 2018 to January 29, 2019 is calculated at CI\$819.00.

WHEREFORE THE PLAINTIFFS CLAIM FROM THE DEFENDANTS:-

1. Payment of the principal sum of CI\$8,650.00
2. Pre-Judgment Interest on the said sum of CI\$819.50
3. Further interest pursuant to the Judicature Law and Judgment Debts (Rates of Interest Rules)
4. Costs to be taxed if not agreed

DATED this 29th day of January, 2019.

Interest accruing at the rate CI\$0.56 per day from date of filing of plaint to full payment.



 Morris Garcia

Statement regarding interest

Calculated rate of interest on \$8,650.00 from Aug 1-Dec 31, 2018 and Jan 1- 29, 2019 is $2\frac{3}{8}\%$ p.a.

Schedule of Interest calculated

Calculated rate of interest on CI\$8650.00 X $2\frac{3}{8}\%$ X $\frac{182}{365}$ = \$819.50
 Total calculated interest \$819.50

Filed by Morris Garcia, 1st Floor, Artemis House, 67 Fort St, GT, Grand Cayman, Attorney-at-law for the Plaintiffs.

ACKNOWLEDGMENT OF SERVICE

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE N. SC

OF 2019

BETWEEN:	NWF LTD	1 st PLAINTIFF
AND:	SHERVIN I. WOOD	2 nd PLAINTIFF
AND:	JEB INTERNATIONAL LTD	1 st DEFENDANT
AND:	JOHNNY E. BROWN	2 ND DEFENDANT
AND:	JOHN ASHLEY EBANKS	3 RD DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State the defendants' names and address(es)
2. State whether the defendants intend to contest the action yes no
3. If you do not intend to contest the action, do you need 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 particulars of your defence overleaf.

Service of the PLAINT is acknowledged accordingly.

Defendants' Signatures

Dated this day of , 2019

SEE OVERLEAF

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendants say that they are not liable to the Plaintiffs, or are not liable for the full amount claimed).

Defendants' Signatures

REMINDER-

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