

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 53 OF 2020

BETWEEN:

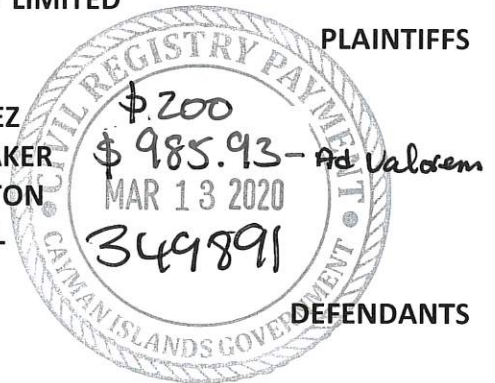
- 1. JACQUES SCOTT GROUP LIMITED
- 2. JACQUES SCOTT & COMPANY LIMITED

PLAINTIFFS

AND:



- 1. ROLLIN M. RODRIGUEZ
- 2. SIDNEY JUNIOR WHITTAKER
- 3. JUNIO ARTHUR HURLSTON
- 4. MAIKEL EBANKS POL



DEFENDANTS

WRIT OF SUMMONS

TO: Rollin M. Rodriguez
 C/O Rollin 24 HRS Convenience Shop
 36A Seymour Drive
 George Town, Grand Cayman

TO: Sidney Junior Whittaker
 329 Mahogany Way,
 Prospect, Grand Cayman



TO: Junio Arthur Hurlston
 31B Atwood Close
 Bodden Town, Grand Cayman

TO: Maikel Ebanks Pol
 36A Seymour Drive
 George Town, Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the next page.

Within 28 days after the service of the Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 13 day of March 2020.

NOTE: - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The 1st Plaintiff is the 100% shareholder of the 2nd Plaintiff and was at all material times a locally licenced and Incorporated Company licenced to sell goods.
2. The 4th Defendant is and was at all material times the owner of the Package Liquor Licence. The 4th Defendant is the owner of Rollin 24 HRS Convenience Shop, together with the 1st Defendant.
3. The 1st and 4th Defendants entered into an Agreement with the 2nd Plaintiff for a Commercial Credit Account on the 3rd day of December 2018 ("the Agreement").
4. The Agreement relevantly provided that the 1st and 2nd Plaintiffs would, from time to time, deliver goods to the 4th Defendant, as and when the 1st and/or 4th Defendants ordered such goods.
5. Since the date of entering into the Agreement, the 1st and 2nd Plaintiffs have supplied goods to the 1st and 4th Defendants.
6. The 2nd and 3rd Defendants were employed by the 1st Plaintiff as delivery drivers for the 1st and 2nd Plaintiffs and made deliveries to the 1st and 4th Defendants. It was an implied term of the contract of employment between the 1st Plaintiff and the 2nd and 3rd Defendants that the 2nd and 3rd Defendants would act honestly and in the best interests of the 1st and 2nd Plaintiffs.
7. The 1st and 4th Defendants knew, or ought to have known that the 2nd and 3rd Defendants owed duties of honesty to the 1st and 2nd Plaintiffs.

8. The 1st and 4th Defendants encouraged or persuaded the 2nd and 3rd Defendants to act in a manner inconsistent with the interests of the 1st and 2nd Plaintiffs.
9. The 2nd and 3rd Defendants breached their employment contract with the 1st Plaintiff by colluding with the 1st and 4th Defendants to deliver goods to them without a corresponding invoice for the delivered goods. The 2nd and 3rd Defendants have admitted delivering to the 1st and 4th Defendants 4,068 cases of beer without invoices (the "goods") between October 2019 and February 2020.
10. Payment for the goods referred to in paragraph 9 above has not been received and, as a consequence of the failure to comply with the terms of the Agreement, title to the goods remain vested in the 1st and 2nd Plaintiffs.
11. The 1st and 4th Defendants subsequently sold the goods to third parties, as part of their business. In so dealing with the goods, when they knew or ought to have known that the 2nd and 3rd Defendants were in breach of their employment covenants with the 1st Plaintiff, the 1st and 4th Defendants acted in a manner entirely inconsistent with the ownership rights of the 1st and 2nd Plaintiffs.
12. In doing so, the 1st and 4th Defendants converted the goods to their own use.
13. The 2nd and 3rd Defendants admitted they did unlawfully remove the goods from the 1st and 2nd Plaintiffs' warehouse and have failed to account for the goods delivered to the 1st and 4th Defendants without invoice. In so doing, the 2nd and 3rd Defendants breached their contract of employment with the 1st Plaintiff.
14. The 1st and 4th Defendants knew or ought to have known that in doing so, the 2nd and 3rd Defendants were acting in breach of their contract of employment. The 1st and 4th Defendants obtained a material benefit as a result of encouraging the 2nd and 3rd Defendants to breach their contracts of employment.

15. The Defendants all colluded to permanently deprive the 1st and 2nd Plaintiffs of the goods without payment.

16. As at the date of this Writ, the Defendants owe the Plaintiffs CI\$157,186.50 being the outstanding amount owed to the Plaintiffs.

AND THE PLAINTIFFS CLAIM:

1. Damages from the 1st , 2nd, 3rd and 4th Defendants jointly or severally in the sum of CI\$157,186.50 for:
 - (a) Conversion; or alternatively
 - (b) Tortious interference with contractual relations;
2. Alternatively damages from the 2nd and 3rd Defendants in the sum of CI\$157,186.50 for breach of contract;
3. Costs; and
4. Further and other relief as this Honourable Court deems fit.

If within the time for returning the Acknowledgment of Service, the Defendants pay the full debt, interest and legal costs, further proceedings will be stayed.



BP & Associates

Attorneys-at-Law for the 1st and 2nd Plaintiffs

This **Writ** filed by **BP & Associates**, Attorneys-at-Law for the **Plaintiffs**, whose address for service is Suite 3B, 3rd Floor Landmark Square, West Bay Road, George Town, P.O Box 30796, Grand Cayman KY1-1204, Grand Cayman, Cayman Islands, telephone 345-322-8088, 345-925-4621.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
OF WRIT OF SUMMONS

1. The accompanying form of acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgement against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance
Please complete overleaf

Notes for Guidance

1. Each Defendant (if there is more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 28 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)"
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....) after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.

8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

This **Writ** filed by **BP & Associates**, Attorneys-at-Law for the **Plaintiffs**, whose address for service is Suite 3B, 3rd Floor Landmark Square, West Bay Road, George Town, P.O Box 30796, Grand Cayman KY1-1204, Grand Cayman, Cayman Islands, telephone 345-322-8088, 345-925-4621.

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PLAINTIFFS

AND:

- 1. ROLLIN M. RODRIGUEZ
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- 4. MAIKEL EBANKS POL

DEFENDANTS

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY. .

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED. Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

- 1. State the full name of the defendant by whom or on whose behalf the service of the Writ is being acknowledged.
- 2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

Yes	No
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- 3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

Yes	No
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Service of this Writ is acknowledged accordingly

(Signed) _____
Defendant/Attorney for the Defendant

Please complete overleaf

This Writ filed by **BP & Associates**, Attorneys-at-Law for the **Plaintiffs**, whose address for service is Suite 3B, 3rd Floor Landmark Square, West Bay Road, George Town, P.O Box 30796, Grand Cayman KY1-1204, Grand Cayman, Cayman Islands, telephone 345-322-8088, 345-925-4621.

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiffs Attorney (or by Plaintiffs if suing in person) of his name, address and reference, if any, in the box below.

BP & Associates
Suite 3B Landmark Square
West Bay Road,
P.O. Box 30796
Grand Cayman, KY1-1204
Cayman Islands.

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.

This Writ filed by **BP & Associates**, Attorneys-at-Law for the **Plaintiffs**, whose address for service is Suite 3B, 3rd Floor Landmark Square, West Bay Road, George Town, P.O Box 30796, Grand Cayman KY1-1204, Grand Cayman, Cayman Islands, telephone 345-322-8088, 345-925-4621.