



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

HLB Berman Fisher

Plaintiff

AND:

Rashad Raheem Jervis

Defendant

To the Defendant

66 West Church Street
 West Bay
 Grand Cayman, Cayman Islands
 +1 305 525 9741

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 **Plaint** 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 defence** 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 defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this *12* day of *May* 2023

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)

- 1. On October 19th, 2022, Mr. Rashad Jervis resigned from his role as accountant at HLB Berman Fisher. He stopped working days prior to this email. Email logs show his last sent email was on October 11th, 2022.
- 2. On December 12th, 2022, Mr Rashad agreed per email he would pay the firm the monies owed and nothing has been received to date
 - Salary owed to firm from October 19 - October 31: USD 2,250 / KYD 1,845
 - Unpaid leave USD 5,090.70 / KYD 4,174.45
 - Broken Computer monitor USD 188 / KYD 154.16
 - Health Insurance after resignation (Nov/Dec/Jan at 259 KYD per month) USD 947.56 / KYD 777
 - Total due to HLB Berman Fisher USD 8,476.35 / KYD 6,950.61

AND the Plaintiff claims:

- 1 The sum of USD 8,476.35 / KYD 6,950.61
- 2 Interest in the sum of \$ 191.37 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175 KYD, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

| | |
|-----------------------|-----------------|
| Sussex House | POBOX 30561 |
| 128 Elgin Ave | K71-1203. |
| George Town | |
| Berman Fisher Limited | +1 345 928 4751 |

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

HLB Berman Fisher

Plaintiff

AND:

Rashad Raheem Jervis

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for 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 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 _____, 20__

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.

Emily Suter

From: Lauren Christie
Sent: 21 October 2022 12:22
To: Rashad Jervis
Cc: Rashad Jervis; Emily Suter
Subject: RE: Rashad Jervis
Attachments: 20221021 - Employment Resignation Letter - Rashad Jervis.pdf

Dear Rashad,

Please find attached resignation acceptance letter from Berman Fisher. Please read the letter carefully, and sign your approval.

We do have some final calculations on how much you owe the company, for which we require you to have completed your timesheets in Harvest. If you fail to upload your timesheets, we will have to base the calculation on the time currently in Harvest, which I imagine you will want to avoid.

I believe you are spending some time today and over the weekend clearing several items, so please let me know if you need anything during that time.

Many thanks for your time with us. Obviously your resignation with immediate effect has been difficult for the company, but we are working through that and would appreciate your continued support in all matters, whilst we also do our best to support you at this time.

Wishing you all the very best for the future.

Best Regards,
Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Lauren Christie
Sent: Thursday, 20 October 2022 3:33 pm
To: 'Rashad Jervis' <rashadjervis@gmail.com>
Cc: Rashad Jervis <Rashad@bermanfisher.com>; Emily Suter <emily@bermanfisher.com>
Subject: RE: Rashad Jervis

Hi Rashad,

We are putting together an agreement for you to sign in relation to the terms of your resignation (which we conceptually accept) and part of that is calculating how much you owe Berman Fisher.

Your current timesheets for August (120.25 hours), September (24.5 hours) and October (0 hours) are not complete. Are you able to complete those, including the sick and vacation codes as appropriate? Otherwise it looks like you've taken nearly all vacation/sick.

Please let me know when complete.

Thanks so much,
Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory
M: +1 (345) 928 4751
www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Lauren Christie
Sent: Thursday, 20 October 2022 11:35 am
To: Rashad Jervis <rashadjervis@gmail.com>
Cc: Rashad Jervis <Rashad@bermanfisher.com>
Subject: RE: Rashad Jervis

Hi Rashad,

Just confirming I am not ignoring the below, just trying to gather thoughts before responding, calculating amounts owed, and obviously dealing with the fall out before Felicia leaves on Friday.

I'll be in touch soonest, in the meantime, look after yourself and hoping things are starting to go a little better for you.

Best Regards,
Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory
 M: +1 (345) 928 4751
www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Rashad Jervis <rashadjervis@gmail.com>
Sent: Wednesday, 19 October 2022 12:10 pm
To: Lauren Christie <lauren@bermanfisher.com>
Subject: Rashad Jervis

Good Day Lauren,

It is with great sadness and a heavy heart that I must inform you of my formal resignation from my position as Accountant with Berman Fisher.

This departure comes due to personal and family issues/reasons that I do not wish to share the details at this point, but that are beyond my control and require my immediate attention.

Please accept this letter as my formal resignation from my position with Berman Fisher as Accountant. I regret to advise that, due to issues beyond my control, I must sadly resign effective immediately in order to focus and improve on my personal situation.

I don't think it is fair to not only you, but Berman Fisher as a company, if I continue on my post knowing that I can't and won't be 100% committed to this role.

In regards to the transition period, I will log on all day Friday, and Saturday and Sunday to clear any unactioned items and cc you in all correspondence. I will also send you all of my notes that I've taken thus far to help the new person in anyway that it can. I'm truly sorry that I won't be able to currently offer anymore than this.

In regards to my outstanding balance with yourself, as promised and agreed I will clear this in one lump sum payment as soon as I'm able, which I anticipate will be between Oct 31-Nov 4th. Kindly requesting you send me a revised breakdown of the monies owed, to include any balance from the not working the remainder of the month and also for the desktop screen.

Lauren, from the bottom of my heart, this was the hardest decision I've ever had to make in my life this far, but ultimately and realistically speaking, I think it would be for the best. You're such an amazing woman, who will forever live in my head, rent free. Additionally, BF will forever have my support in anything it does and if it is still a possibility, I'd still love for Berman Fisher to manage the accounting for Icon Entertainment, in addition to 5 more companies by 2023.

Thank you Lauren for such a short yet very developing time in my career, I really wish this was under better circumstances, but this is definitely not a goodbye.

Best Regards,
Rashad



Berman Fisher Limited
Sussex House, 128 Elgin Avenue
George Town, PO Box 30561
Grand Cayman, KY1-1203
CAYMAN ISLANDS
+1 345 928 4751
lauren@bermanfisher.com

21 October 2022

Rashad Jervis
66 West Church Street
West Bay, Grand Cayman
Cayman Islands

RE: Resignation Acceptance Letter

Dear Mr. Jervis,

With reference to your resignation email dated October 19, 2022, we hereby accept your resignation. As per your employment agreement dated July 26, 2022, you have a 3-month notice period, however, given your request for the resignation to take immediate effect, and your personal circumstances, we agree to waive your notice period, and your final day will be October 19, 2022.

To finalize your employment termination with us, there are some formalities to address:

1. Health Insurance

As you will be aware, it is a legal requirement for all persons resident in the Cayman Islands to have active health insurance at all times. Consequently, HLB Berman Fisher ("the Company") has a duty to extend your health insurance for the earliest of 3 months, or when a new employment contract commences, at your own personal expense.

As you have already received your October 2022 pay check, you will have to reimburse the Company for three months of health insurance premium (November 2022 to January 2023). The monthly premium to be paid by you is KYD259 per month. Please remit KYD777 to the Company at your earliest convenience, no later than October 28, 2022.

Initials: _____

www.bermanfisher.com

128 Elgin Avenue | Sussex House | Grand Cayman | P.O. Box 30561 | Cayman Islands | KY1-1203 HLB Berman Fisher is a member of HLB International, the global advisory and accounting network.

In the event that you gain alternative health insurance prior to January 2023, you will be reimbursed for any unused health insurance premium. In such an event, please provide proof of alternative health insurance.

2. Pension

The Company will notify the administrators of the Company’s pension plan that your employment will terminate on October 19, 2022 and request written confirmation of your accrued entitlement under the pension plan. All contributions by the company to the pension plan shall cease on the termination date.

3. Company Property

Kindly return any Company property on or before close of business (5pm) on Monday October 24, 2022. All Company property and equipment (including, but not limited to, any company keys, security pass, identity badge, lap top, computer monitors, numeric keypad, computer mouse and any other equipment supplied by the company) and all records, passwords, software and software licenses, correspondence, documents, files and any other information at any location (i.e. including at home, in car or elsewhere) including within personal e-mail accounts, personal lap tops or desk tops, trash/deleted folders and USB drives (and whether original, copies or extracts and whether written, printed, electronic, recorded or otherwise), belonging to the company.

The broken computer monitor which was damaged under your care on the weekend we had a hurricane warning has a replacement cost of USD188 and will need to be reimbursed by you to the Company no later than close of business on Monday October 24, 2022.

Your access to our server, Lastpass, Xero, Quickbooks, emails, and all other company softwares, with the exception of Harvest, will cease on October 19, 2022.

4. Timekeeping

Please ensure you complete your time sheets on Harvest for August, September and October 2022 as per your hours worked so we can accurately calculate your sick and vacation balance. Please make sure this is complete in the system by close of business on Monday October 24, 2022.

5. Confidentiality

Please be reminded that the information you have been privy to during your employment with HLB Berman Fisher, including information about HLB Berman Fisher, and all its clients, employees or service providers, regardless of whether you have worked on the client or not, is confidential in nature and as per the confidentiality and non-disclosure agreement you signed will remain confidential once your employment has ceased.

Initials: _____

www.bermanfisher.com

128 Elgin Avenue | Sussex House | Grand Cayman | P.O. Box 30561 | Cayman Islands | KY1-1203 HLB Berman Fisher is a member of HLB International, the global advisory and accounting network.

6. Non-Solicitation & Non-Compete

Please note that the provisions of clause 14 and 15 of the Contract of Employment will continue to apply after the termination date.

Clause 14 outlines that you will not carry out any business similar to, or in competition with, the business of the Company on your own behalf or on the behalf of any person, firm or company directly or indirectly. You may not approach, negotiate, solicit, engage, or be engaged, procure orders from or do business with any person, firm or company who has at any time during the period of your employment with the company done business with or been a client or customer of the Company or employ or entice away from the Company any person who is employed by the Company or an affiliate, without receiving formal written agreement from the Company.

Clause 15 refers to the non-compete agreement in place, where you agreed you will not directly or indirectly be engaged in any activity of business which shall be in competition with the Company, without receiving formal written agreement from the Company.

7. Monies owed to the company

In order to accurately calculate any monies owed by yourself to the Company, we require you to complete your timesheets on Harvest for August, September and October 2022. Please ensure to include any vacation or sick days taken on your timesheets.

As per your employment contract, you are entitled to accrue sick leave and vacation during your probation period, but are not eligible to take these days during probation period. The Company is willing to waive that requirement and allow you to take any sick and vacation leave accrued during your time with the Company.

Once we are able to calculate whether you owe the Company for any sick or vacation days taken, but not accrued, we will be able to formalise any amounts owed personally by yourself to the Company.

Below outlines the preliminary calculation of amounts due from yourself to the Company:

- Sick days taken but not accrued: TBD
- Vacation days taken but not accrues: TBD
- Salary owed from Oct 19 to Oct 31: USD2,250.00/KYD1,845.00
- Broken computer monitor USD188.00/KYD154.16
- 3 months health insurance 259 KYD * 3 USD947.56KYD777.00

Initials: _____

www.bermanfisher.com

128 Elgin Avenue | Sussex House | Grand Cayman | P.O. Box 30561 | Cayman Islands | KY1-1203 HLB Berman Fisher is a member of HLB International, the global advisory and accounting network.

Once the amount due to the Company has been finalised, please remit any amounts due to the Company using the below bank details:

For payments in KYD via Butterfield Online:
Account Name: Berman Fisher Limited
Account: 1361423590018

For payments in USD via Butterfield Online:
Account Name: Berman Fisher Limited
Account: 8401423590030

I would also like to take this opportunity to thank you for your contribution to the Berman Fisher team during your time with us and wish you all the very best for the future. If you have any questions about the above agreement, please do not hesitate to contact me. Please sign your agreement to the above conditions below.

With best wishes,



Lauren Christie
Director
Berman Fisher Limited

Initials: _____

www.bermanfisher.com

128 Elgin Avenue | Sussex House | Grand Cayman | P.O. Box 30561 | Cayman Islands | KY1-1203 HLB Berman Fisher is a member of HLB International, the global advisory and accounting network.

I, **Rashad Jervis** confirm my understanding of the content of this letter and agree to provide the requested information before 5pm on Monday October 24, 2022.

I also understand that all information gained during my employment of Berman Fisher is confidential in nature and agree to keep all such information confidential once my employment ceases.

Rashad Jervis

Date

Witness Name: _____

Address: _____

Occupation: _____

Date: _____

Initials: _____

www.bermanfisher.com

128 Elgin Avenue | Sussex House | Grand Cayman | P.O. Box 30561 | Cayman Islands | KY1-1203 HLB Berman Fisher is a member of HLB International, the global advisory and accounting network.

Emily Suter

From: Rashad Jervis <rashadjervis@gmail.com>
Sent: 12 December 2022 13:22
To: Lauren Christie
Cc: Emily Suter; Rashad Jervis
Subject: Re: Rashad Jervis

Hi Lauren,

I'm so sorry for you having to follow up, I really did not anticipate this delay in settlement and I also apologize for my silence over the past few weeks, as some things have happened that were out of my control that as a result, caused a further delay and instead of me coming to you all with an further issues, I figured I'd wait until everything was concrete before throwing out any repayment dates.

Long story short, my siblings and I are all starting three separate businesses from our mom's property, however, as it's being disbursed as one loan vs individually, I don't have 100% say in all of the decisions.

In the email thread I sent Lauren a few weeks ago, RBC had advised that they weren't able to do it as a commercial loan but as a re-mortgage, however, 2/3 of us would prefer it be a commercial loan to establish and build business credit, truthfully I preferred that option as well but I was only thinking about just getting the process started and being able to pay the monies owed.

Due to this, we had to explore other banks which caused a minor delay, but I delayed informing you all of this, simply because I did not want it to seem as if I was giving you all the runaround, so I wanted to wait until I knew for sure when I was going to be able to pay back the loan.

So finally some good news! We've ended up with CNB, who has agreed to allow us to use the property as collateral and have it classed as a commercial loan and we've collectively decided to go with them, we've already opened the chequing accounts for each business, and have submitted everything to them last week Friday regarding the loan, which will take roughly 4 weeks as per the below email, also when I asked if it was a possibility to get the funds by the first week of Jan, Dana advised that it isn't out of the question but it would solely depend on any other factors that would affect the turnaround time i.e. holidays, vacations, attorney/government offices closing dates for the Christmas holidays and because the order in which the application comes in is the way in which it is processed.

So I anticipate that the funds will be paid in full within the next 4-6 weeks, again, I apologise sincerely for this inconvenience and also my bad communication as I know it hasn't made it any easier, but I'm in a much better mental space and I feel a lot more comfortable responding now that everything is re-submitted and on it's way.

Please also note that in addition to the monies owed, I will gladly settle any additional interest incurred during the period.

Kind Regards,
Rashad



But now that I have a more realistic timeline/ turnaround from the bank, and have received confirmation that

Thank you for remaining so gracious throughout this whole ordeal, it really means alot because you did not have to

I anticipated that I would've settled both of my loans with yourself and BF already, but unfortunately due to matters out of my control there has been a slight delay,

On Sun, Nov 20, 2022 at 12:14 PM Lauren Christie <lauren@bermanfisher.com> wrote:

Hi Rashad,

Following up on the below and including our calculation of what funds we believe are owed to the company. The calculation has been somewhat complicated due to the lack of timesheets provided. If you do not agree with the below, then the first step would be for us to ask you to complete your timesheets to allow us some other frame of reference.

Please find a summary below of what we currently believe the funds owed to be:

| | USD | KYD |
|---|-----------------|-----------------|
| Vacation/Sick days taken but not accrued: | 5,090.79 | 4,174.45 |
| Salary owed from Oct 19 to Oct 31: | 2,250.00 | 1,845.00 |
| Broken computer monitor | 188.00 | 154.16 |
| 3 months health insurance 259 KYD * 3 | 947.56 | 777.00 |
| Total due to Berman Fisher | 8,476.35 | 6,950.61 |

We are not trying to be unreasonable in our approach, so we are open to your feedback on the above. - Thank you all, I sincerely appreciate this.

Please accept my apologies for the unnecessary work that had to be conducted - I agree with the above figures and I'm more than happy to settle the same.

Please find the methodology used to calculate the amounts due below:

- It was difficult to determine which days you worked and which you didn't. We have tried to be generous here and have (for now) classed as a work day when you have sent:
 - More than 3 emails in one day; OR
 - Have a timesheet with more than 2 hours, although note that your timesheet should have 7.5 hours per day, even if it is sick or vacation; OR
 - The first week when you were doing Xero training and emails may have been limited

Please let me know if you have any questions on the above methodology, and whether you would like the opportunity to complete your timesheet fully. If you wish to do so, we will be willing to re-consider any calculation above to take into account any information you are able to provide, and come up with a revised methodology. To repeat – we do want to give you the ability to weigh in here with what you consider to be a reasonable methodology, anything you suggest will be considered, but we had to start somewhere. Repeated requests for you to complete your timesheet have not yet been met with any action either during your time with Berman Fisher, or afterwards, but confirming you are still able to take the opportunity to do so. - No questions or concerns here, as mentioned above, I am happy to settle this.

Initial calculation of sick/vacation days owed:

| | |
|--|-----------------|
| Vacation Days Accrued | 5.45 |
| Sick Days Accrued | 2.18 |
| Total Days Accrued | 7.64 |
| Sick/Vacation Days Taken: | 28 |
| Sick/Vacation Days Taken in excess of accrued: | 20.36 |
| Annual Salary (USD) | 65,000 |
| Salary per day | 250 |
| Amount due to company for sick/vacation days taken above accrual | 5,090.79 |

A reminder of our bank details can be found below:

For payments in KYD via Butterfield Online:

Account Name: Berman Fisher Limited

Account: 1361423590018

For payments in USD via Butterfield Online:

Account Name: Berman Fisher Limited

Account: 8401423590030

Please can you also provide an update on the timing of your loan to be received from the bank. Do you still expect to receive the funds before December 4 (4 weeks from the Nov 4 initial time provided)?- [Dates confirmed above](#)

Wishing you well and hoping all is well with you and your family, and looking forward to receiving your feedback. Again, we do not wish to be unreasonable, but at the same time, we do need to recognize that amounts are still due from you to the company. -

I completely understand your stance and you're in no way being unreasonable, I thank you for being so gracious throughout this ordeal, it means a whole lot.

Best Regards,

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Lauren Christie
Sent: Wednesday, 9 November 2022 9:48 pm
To: 'Rashad Jervis' <rashadjervis@gmail.com>
Cc: Emily Suter <emily@bermanfisher.com>; Rashad Jervis <Rashad@bermanfisher.com>
Subject: RE: Rashad Jervis

Hi Reshad,

Further to the below and your email to me attaching the loan agreement, can you confirm if you are in a position to settle the amount owed to the Company?

I am able to wait for the loan to come through for my personal loan settlement, however the Company is requesting return of funds as soon as possible.

We are still calculating the final amount due, which has been complicated by the lack of timesheets, but I will get that to you over the next few days.

Please confirm at your earliest convenience and we will go from there.

Wishing you and your family well.

Best Regards,

Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Lauren Christie
Sent: Thursday, 27 October 2022 1:40 pm
To: Rashad Jervis <rashadjervis@gmail.com>
Cc: Emily Suter <emily@bermanfisher.com>; Rashad Jervis <Rashad@bermanfisher.com>
Subject: RE: Rashad Jervis

Many thanks for the response Rashad.

I look forward to your formal responses tomorrow.

Please don't be offended by anything mentioned so far, it is important that we all know where we stand and keep the lines of communication open and honest.

Please understand we are not in your shoes, and have absolutely no idea what is happening on your end, and so with that lack of knowledge, we can only hold you to your own deadlines, and the ones requested by us in our letter, all of which were missed without any form of communication. I am sure you can understand from our side that that would be a cause for concern.

No "threats" are being made at all, we are simply communicating, in all honesty, what our next steps would be, should you chose to not respond at all. It would be remiss of me not to inform you of such things well in advance to give you adequate time to avoid any such situation, which we obviously all want to avoid.

Looking forward to keeping everything under control and friendly. You are under no obligation to share any details you deem as being private.

Hoping things are going well in Cleveland.

Best Regards,

Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK



S2023-0080 Page 22 of 53 2023-05-12
Disclosed information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Rashad Jervis <rashadjervis@gmail.com>
Sent: Thursday, 27 October 2022 9:37 am
To: Lauren Christie <lauren@bermanfisher.com>
Cc: Emily Suter <emily@bermanfisher.com>; Rashad Jervis <Rashad@bermanfisher.com>
Subject: Re: Rashad Jervis

Dear Lauren,

Apologies for the delayed response here, it has been an extremely rough week for me and I could honestly barely bring myself to respond to a formal email for several reasons, so I apologize for any inconvenience caused and I should've advised that they were acknowledged and not ignored.

It's been quite a few emails sent by yourself that I would like the opportunity to respond to them all individually, kindly requesting that you give me until the end of today / tomorrow morning to do the same.

Though I'll formally respond to the below, I'll briefly respond now if it gives any comfort. I can assure you there's absolutely no reason to be alarmed in regards to me wanting to relocate to London due to personal reasons. Truthfully, I'm quite sad and disappointed that I feel I now need to provide an explanation on how I intend to do such a "costly move" and owe the company monies, but if you must know, I did not intend to just up and relocate to the UK, it was and is my intention to get all of my personal affairs in order prior to doing so and I've already discussed with Lauren on how I intended to repay the monies owed which is by using my moms home as collateral for a business loan, but again, I will respond to everything formally and provide the correspondence between my bank. Which I personally feel is an invasion of privacy, but given the circumstances and the fact that I can't help but to feel threatened, for everyone's ease of mind I'll provide this as well.

It's unfortunate that a conversation had to be had of commencing small claims legal proceedings against me due to not responding to like 6 emails over the course of 5 working days, despite you all not even knowing or taking in to consideration what I might possibly be going through, but again, I guess I could understand.

So in a nutshell, I will formally respond to every email before the end of today or by latest tomorrow morning, all monies owed will be paid by Nov 4th, should that change due to any unforeseen delays, I will promptly inform you all of the same. My laptop and key fob I will return once I'm back in Cayman this weekend.

Thank you and Kind Regards,

Rashad

On Wed, 26 Oct 2022 at 1:52 PM, Lauren Christie <lauren@bermanfisher.com> wrote:

Dear Rashad,

Further to the below email, letter and your text messages advising that you would get back to me by end of day yesterday, I still haven't heard back from you on the outstanding items.

It's now been a week since your initial resignation email and, apart from one text message saying you would get back to me, I haven't heard from you at all, which is obviously concerning.

My partners have brought up the subject of commencing small claims legal proceedings to ensure we are repaid the monies owed and I am delaying them based on good faith and not wanting to cost you any more money than you already owe, however, your lack of responses are not helping with my arguments to my partners.

Please can you respond to this email at your earliest convenience, by no later than end of day (5pm) on Thursday 26 October confirming:

- Which days you took as sick and/or vacation since you started with the firm
- Your plan for repaying the following items:
 - Sick days taken but not accrued: Amount TBD
 - Vacation days taken but not accrued: Amount TBD
 - Salary owed from Oct 19 to Oct 31: USD2,250.00/KYD1,845.00
 - Broken computer monitor USD188.00/KYD154.16
 - 3 months health insurance 259 KYD * 3 USD947.56KYD777.00

We are slightly alarmed to hear you are planning to leave for London, a move which is costly in itself when you owe monies to the Company. We will need to hear back from you soon about a date for repayment in order to not feel the need to take things in another direction given you are thinking of leaving island.

I really hope we can end this relationship amicably and fairly with no undue stress to anyone, but we do need communication from you in order to do so.

Looking forward to hearing from you.

Best Regards,

Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

Network of the Year



INTERNATIONAL ACCOUNTING BULLETIN



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Lauren Christie
Sent: Friday, 21 October 2022 12:22 pm
To: Rashad Jervis <rashadjervis@gmail.com>
Cc: Rashad Jervis <Rashad@bermanfisher.com>; Emily Suter <emily@bermanfisher.com>
Subject: RE: Rashad Jervis

Dear Rashad,

Please find attached resignation acceptance letter from Berman Fisher. Please read the letter carefully, and sign your approval.

We do have some final calculations on how much you owe the company, for which we require you to have completed your timesheets in Harvest. If you fail to upload your timesheets, we will have to base the calculation on the time currently in Harvest, which I imagine you will want to avoid.

I believe you are spending some time today and over the weekend clearing several items, so please let me know if you need anything during that time.

Many thanks for your time with us. Obviously your resignation with immediate effect has been difficult for the company, but we are working through that and would appreciate your continued support in all matters, whilst we also do our best to support you at this time.

Wishing you all the very best for the future.

Best Regards,

Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

Network of the Year



INTERNATIONAL ACCOUNTING BULLETIN



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Lauren Christie
Sent: Thursday, 20 October 2022 3:33 pm
To: 'Rashad Jervis' <rashadjervis@gmail.com>
Cc: Rashad Jervis <Rashad@bermanfisher.com>; Emily Suter <emily@bermanfisher.com>
Subject: RE: Rashad Jervis

Hi Rashad,

We are putting together an agreement for you to sign in relation to the terms of your resignation (which we conceptually accept) and part of that is calculating how much you owe Berman Fisher.

Your current timesheets for August (120.25 hours), September (24.5 hours) and October (0 hours) are not complete. Are you able to complete those, including the sick and vacation codes as appropriate? Otherwise it looks like you've taken nearly all vacation/sick.

Please let me know when complete.

Thanks so much,

Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

Network of the Year



INTERNATIONAL ACCOUNTING BULLETIN



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Lauren Christie
Sent: Thursday, 20 October 2022 11:35 am
To: Rashad Jervis <rashadjervis@gmail.com>
Cc: Rashad Jervis <Rashad@bermanfisher.com>
Subject: RE: Rashad Jervis

Hi Rashad,

Just confirming I am not ignoring the below, just trying to gather thoughts before responding, calculating amounts owed, and obviously dealing with the fall out before Felicia leaves on Friday.

I'll be in touch soonest, in the meantime, look after yourself and hoping things are starting to go a little better for you.

Best Regards,

Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

Network of the Year



INTERNATIONAL ACCOUNTING BULLETIN



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Rashad Jervis <rashadjervis@gmail.com>
Sent: Wednesday, 19 October 2022 12:10 pm
To: Lauren Christie <lauren@bermanfisher.com>
Subject: Rashad Jervis

Good Day Lauren,

It is with great sadness and a heavy heart that I must inform you of my formal resignation from my position as Accountant with Berman Fisher.

This departure comes due to personal and family issues/reasons that I do not wish to share the details at this point, but that are beyond my control and require my immediate attention.

Please accept this letter as my formal resignation from my position with Berman Fisher as Accountant. I regret to advise that, due to issues beyond my control, I must sadly resign effective immediately in order to focus and improve on my personal situation.

I don't think it is fair to not only you, but Berman Fisher as a company, if I continue on my post knowing that I can't and won't be 100% committed to this role.

In regards to the transition period, I will log off all day Friday, and Saturday and Sunday to clear any unactioned items and cc you in all correspondence. I will also send you all of my notes that I've taken thus far to help the new person in anyway that it can. I'm truly sorry that I won't be able to currently offer anymore than this.

In regards to my outstanding balance with yourself, as promised and agreed I will clear this in one lump sum payment as soon as I'm able, which I anticipate will be between Oct 31-Nov 4th. Kindly requesting you send me a revised breakdown of the monies owed, to include any balance from the not working the remainder of the month and also for the desktop screen.

Lauren, from the bottom of my heart, this was the hardest decision I've ever had to make in my life this far, but ultimately and realistically speaking, I think it would be for the best. You're such an amazing woman, who will forever live in my head, rent free. Additionally, BF will forever have my support in anything it does and if it is still a possibility, I'd still love for Berman Fisher to manage the accounting for Icon Entertainment, in addition to 5 more companies by 2023.

Thank you Lauren for such a short yet very developing time in my career, I really wish this was under better circumstances, but this is definitely not a goodbye.

Best Regards,

Rashad

Emily Suter

From: Rashad Jervis <rashadjervis@gmail.com>
Sent: 10 May 2023 06:50
To: Lauren Christie
Cc: Emily Suter
Subject: Re: Congratulations on your new arrival!

Hi,

I'm waiting for the attached charge to be added to the property. Once completed I will settle the balance, thanks.

CAYMAN ISLAND

The Registered Land Law (201
The Registered Land Rules (201

THIRD SCHEDULE

CHARGE

REGISTRATION SECTION
Lower Valley

.....
*I/WE RASHAD RAHEEM JERVIS

HEREBY CHARGE my/our interest in the above-mentioned title to secure

of the principal sum of **FIFTEEN THOUSAND CAYMAN DOLLARS** :

With interest at the rate as set out in Schedule A attached hereto, payable
A and B attached, subject to section 67 of the above law, unless hereby r
variation or make reference to an attached document).

The principal sum shall be repaid on demand and otherwise in accordance
hereto together with any interest then due.

And I/WE the above named Chargor(s) hereby acknowledge that we undi
Land Law, (2004 Revision).

.....
Signed by Chargor *Rashad Jervis* Chargor F

On Wed, 3 May 2023 at 6:36 AM, Lauren Christie <lauren@bermanfisher.com> wrote:

Hi Rashad,

Unfortunately I still haven't heard any word from you on the below since I informed you I was unable to lend you a further \$30K in January. This is pretty unacceptable given your promises all the way through this process. Please can you respond before COB today with an update.

@Emily Suter – please can you proceed with small claims as discussed, if we haven't heard from Rashad concerning a payment plan before the end of the day?

@Rashad Jervis – we will also be applying to claim any legal fees incurred for this process back from you, so I implore you to be sensible and minimize your total debt by responding to this email.

Best Regards,

Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

Network of the Year

S2023-0080

Page 36 of 53

NETWORK
OF THE YEAR 2023-05-12



INTERNATIONAL ACCOUNTING BULLETIN



INTERNATIONAL
Accounting

Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Lauren Christie
Sent: Tuesday, 25 April 2023 8:59 pm
To: Rashad Jervis <rashadjervis@gmail.com>
Subject: RE: Congratulations on your new arrival!

Hi Rashad,

Hoping you will respond to the below before this escalates and costs us both more money than it has to.

Please can you let me know the status of your debt with both the company and me personally.

S2023-0080

Page 36 of 53

2023-05-12

If I can't pay my personal debt in the next few weeks in full, I will waive the current late/penalty fees which are building up. The offer will expire on May 15th 2023.

Hoping to hear from you soon.

Best Regards,

Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

Network of the Year



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation to the contents of this information is strictly prohibited and may be unlawful.

S2023-0080

Page 38 of 53

2023-05-12

From: Lauren Christie
Sent: Wednesday, 19 April 2023 8:11 am
To: Rashad Jervis <rashadjervis@gmail.com>
Subject: RE: Congratulations on your new arrival!
Importance: High

Hi Rashad,

Following up on the below. I unfortunately have to let you know that if we don't hear from you in response to this email, we will be referring this case to the small claims court by the end of the month. If we can all avoid the legal fees on this, that would be appreciated.

Please let us know if you can come up with a payment plan which involves paying something immediately, we really can't let this go on indefinitely without a plan of repayment.

Wishing you all the best.

Best Regards,

Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com

S2023-0080

Page 38 of 53

2023-05-12



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

Network of the Year



INTERNATIONAL ACCOUNTING BULLETIN



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Lauren Christie
Sent: Tuesday, 11 April 2023 3:32 pm
To: Rashad Jervis <rashadjervis@gmail.com>
Subject: RE: Congratulations on your new arrival!

Hi Rashad,

Best Regards,

Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

Network of the Year



INTERNATIONAL ACCOUNTING BULLETIN



The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Lauren Christie
Sent: Friday, 24 March 2023 6:48 am
To: Rashad Jervis <rashadjervis@gmail.com>
Subject: RE: Congratulations on your new arrival!

Hi Rashad,

Please can you provide an update on the outstanding amounts owed?

I hope you are doing well.

Best Regards,

Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com





INTERNATIONAL ACCOUNTING BULLETIN



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Lauren Christie
Sent: Thursday, 19 January 2023 10:53 am
To: Rashad Jervis <rashadjervis@gmail.com>
Subject: RE: Congratulations on your new arrival!

Hi Rashad,

Many thanks for your kind words, your below email is truly appreciated.

As I think you will have guessed though, I am unfortunately unable to provide any further loans to you, although you were right to ask because you never know until you ask!

I know it's none of my business how you conduct your financial affairs, however, a couple of suggestions which spring to mind which may be options for you:

- Re-mortgage the house you were gifted for your wedding
- Sell your car for a less expensive model, just until you have enough money to get the car you want. Car loans are SO expensive and you can pick up a good run around for \$5K, or share with your partner if you are not already.
- Make very small repayments where you can – even \$100 here and there will chip away at the loans over time

I really hope you are able to find a job soon and gain some peace of mind over your financial affairs, everyone goes through this at some point or another, but it won't last forever, you are a smart guy and will be able to get a good job, and if you stick with it, will be able to earn a lot in no time.

Please can you schedule to provide me with monthly updates? I don't want to add to your burden but Berman Fisher will have to proceed to a small claims court at some point over the next few months if we haven't received any sort of payment plan/payments, which obviously I want to avoid.

Best Regards,

Lauren

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK



INTERNATIONAL ACCOUNTING BULLETIN



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Rashad Jervis <rashadjervis@gmail.com>
Sent: Wednesday, 18 January 2023 3:15 pm
To: Lauren Christie <lauren@bermanfisher.com>
Subject: Re: Congratulations on your new arrival!

Awww Lauren, she's absolutely adorable, what a sweet girl! I want to kiss her wittle fingers!! What a precious baby, and an even more precious name!

Congratulations again to you and your husband on this amazing little blessing, I could imagine it is a handful, and as cliché as it sounds, it does get a little easier as time goes by, and although I don't know your partner, I have a good feeling that you both will be great at this 😊😊 - thanks for sharing the photo, it genuinely made me smile and happy to know you had a safe delivery.

I hope you are doing well and your family are all well. - We're doing a lot better than we were back in October, praise be to God. Thank you for asking.

Yes, please provide an update on the loans as soon as you have information, as I am sure you can understand my partners are getting agitated by the delay. If you are able to make any sort of payment to the Company to show your good intent in the meantime, no matter how small, that would probably go down very well and might buy you more time. - I'm genuinely sorry to hear this, I can more than understand their frustration and I apologize that it has taken this long, as it was never my intention for you all to be in suspense like this, I'm truly embarrassed and ashamed of how things ended, there was a lot of back and forth in regard to additional stuff required with the bank, which caused a further delay, and I have been following up like no tomorrow, to the point where the loan officer hasn't responded to my recent follow-ups, but I'm sure they have all they need and it shouldn't hopefully be too much longer. Off-topic, but I also want to apologize to you for how I reacted when I informed you about my potential move to the UK, I should not have gotten upset with you, as it was really misdirected frustration from what I was dealing with in Miami with my family. I also feel I was so embarrassed that Emily was now aware of what was happening and I got unnecessarily defensive because, at that moment I felt you made it seem like I was going to run away and not pay you, which really hurt me. But in hindsight, it was very silly of me because of course you're going to think/feel that way because you don't know me, and to add insult to injury, after how everything ended so abruptly I then told you I was moving away, without any backstory, but my intention was to move away once I got my portion of the loan which I thought was a matter of weeks, simply because I wanted to give up on my family and make them sort themselves out with my help, but I was so caught up in my own problem, that I didn't even take a second to put myself in your shoes, and I'm terribly sorry, it was extremely inconsiderate and I hope you can forgive me, and I just want you to have the comfort in knowing that I would never do something to harm you or your business, and I respect you a lot and I hope that we can not only be friends but potentially still be able to work together like I earlier mentioned. I aspire to be half as successful as you one day Lauren, and I will be very soon, and it will serve me no justice going against you or BF.

Let me know if you are able to do that, if you don't mind me asking, have you been able to find time to get another job or are you still busy caring for your family? - I don't mind you asking at all, I've never had an issue being transparent with you. I had to return back to Cleveland a week after coming back to Cayman and was there for a further 3 and a half weeks, when I returned at the beginning of Dec, I immediately started seeking jobs, I went on an interview last week and I have another one on Friday, so I know something will come very soon. It's been very hard, I even contemplated messaging you to ask for my job back but figured that was a no go and you didn't need any more stress from me with all you had going on, so I left it alone, but I'm somewhat surviving. In regard to the monies owed to the company, I have a proposition that is kind of a long shot, and you can literally just respond with one line saying no and I won't take offense to it but figured it is worth a try.

So, my partner and I got married back in October, (a really really small ceremony with just her, the baby, and I and a witness) For Christmas, her mom gifted us her residential property as a wedding gift since she decided to move back to her country to be with her ill mother, we're now the registered owners of the property.

The property is free of any liens or charges, it was last evaluated in 2012 and was worth roughly CI\$260,000.00 at the time, but I'm sure it is worth more now since they've had work done over the years. Sigh, sorry to hear

wondering if I allowed you to put an exclusive lien on the property to clear my existing debt with BF in addition to other outstanding debt that is keeping me up at night would you be open to it? I know this is a lot, but I was wondering if you could lend me 25-30k and I'll pay BF's balance from that, and what is left will allow me to pay on overdue payments on my daughter's school, my auto loan, my car insurance, back rent, and utilities, I'm willing to have a lien in place for \$100,000.00 which is more than what I currently owe + what I'm asking for you to lend me. Additionally, we're committed to making \$2,500.00p/m as another form of security for you, which won't be necessary as you will be paid in one lump sum from the business loan - if you're unable to assist, again I won't be offended, but if you are, I will also be willing to commit (if you're open to it) to working for BF possibly on evenings and weekends, literally anything Lauren, I'm so desperate need of some help and until I get through with the business loan to clear some of my debt, there's no one I can turn to... No need to send a long message like I did, again, you can literally respond and tell me to kick rocks even tho I wouldn't want you to. If you can help, I can get the lien docs etc over to you ASAP for your review.

Sending you lots of positivity for the year ahead - Thank you, Lauren! Sending it right back to you.

On Wed, Jan 18, 2023 at 9:27 AM Lauren Christie <lauren@bermanfisher.com> wrote:

Many thanks Rashad – it sure is a handful, but enjoying it (picture enclosed of her in her santa outfit!).

Hard trying to juggle work as well but we are getting there.

I hope you are doing well and your family are all well.

Yes, please provide an update on the loans as soon as you have information, as I am sure you can understand my partners are getting agitated by the delay. If you are able to make any sort of payment to the Company to show your good intent in the meantime, no matter how small, that would probably go down very well and might buy you more time.

Let me know if you are able to do that, if you don't mind me asking, have you been able to find time to get another job or are you still busy caring for your family?

Sending you lots of positivity for the year ahead!

Best Regards,

Lauren Christie, ACA, CFA, CPI

Head of Accounting and Advisory

M: +1 (345) 928 4751

www.bermanfisher.com



WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

Network of the Year



INTERNATIONAL ACCOUNTING BULLETIN



Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Rashad Jervis <rashadjervis@gmail.com>
Sent: Monday, 16 January 2023 3:39 am
To: Lauren Christie <lauren@bermanfisher.com>
Subject: Congratulations on your new arrival!

Hi Lauren,

Happy New Year! I hope this email finds you well and you enjoyed the holidays!

Just wanted to drop a quick message to congratulate you on your new bundle of joy! May all the stars align to bring your growing family health, love, and plenty of sleep. Happy new parenting, and welcome to parenthood, one of the best hoods there is! I know you'll be just great! :)

All the best, and will be back in touch soon regarding the loan payment.

Take care,

Rashad



CONTRACT OF EMPLOYMENT

Between

Berman Fisher Limited
as Company

and

Rashad Jervis
as Employee

relating to

the employment of the Employee by the Company



14. Non-solicitation

14.1 The Employee agrees with the Company that, during his employment with the Company and for a period of one year after ceasing to be employed under this Agreement, the Employee will not in connection with the carrying on of any business similar to or in competition with the business of the Company on his own behalf or on the behalf of any person, firm or company, directly or indirectly:-

14.1.1 Approach, negotiate, solicit, engage or be engaged, procure orders from or do business with any person, firm or company who has at any time during the period of your employment with the Company done business with or been a client or customer of the Company or with an Affiliate; or

14.1.2 Employ or entice away from the Company any person who is employed by the Company or an Affiliate.

15. Non-competition

The Employee agrees with the Company that he will not in the Cayman Islands during his employment with the Company and within a period of one year after ceasing to be employed under this Agreement either jointly or alone as manager, agent or consultant of any person, firm or company directly or indirectly carry on or be engaged in any activity or business which shall be in competition with the business of the Company or an Affiliate.

16. Confidentiality

16.1 The Employee is aware that in the course of employment he will have access to and be entrusted with information in respect of the business and finances of the Company and its dealings, transactions and affairs and likewise in relation to Affiliates, all of which is or may be confidential;

16.2 The Employee shall not (except in the proper course of his duties) during or after his employment under this Agreement divulge to any person whatever or otherwise make use of (and shall use his best endeavours to prevent the publication of) any trade secret or any confidential information concerning the business or finances of the Company or any of its dealings, transactions or affairs or any trade secret or any such confidential information concerning any of its Affiliates or any of its or their suppliers, agents, distributors or customers or any confidential information whether in written, oral, electronic or other form, furnished or disclosed on or after the date hereof to the Employee and specifically includes, but is not limited to, all business and financial information, assets, information supplied by or relating to the Company's or any Affiliates' customers, marketing and strategic plans, analysis, projections, reports, technologicis, processes and operations, compilations, forecasts, studies, lists summaries, notes, data, legal and regulatory permitting strategic analysis and plans of whatever nature, all customers, employees, suppliers, vendors, professionals involved with the Company, including, but not limited to those customers, employees, suppliers, vendors, and professionals introduced to the Employee as a result of the Employee's employment with the Company, and all other documents and materials concerning the Company and its Affiliates, including the terms of this Agreement, and any prices, fees, financing arrangements, and schedules thereto whether provided to or acquired by the Employee before or after the date of this Agreement or any such confidential information concerning any of its Affiliates or any of its or their suppliers, agents, distributors or customers ("Confidential Information").

(HLB) BERMAN FISHER

16.3 All notes and memoranda of any trade secrets or other Confidential Information concerning the business of the Company and Affiliates or any of its or their suppliers, distributors or customers which shall be acquired, received or made by the Company during the course of his employment shall be the property of the Company and shall be surrendered by the Employee to someone duly authorised in that behalf at the termination of his employment or at any time following request of the Employee's supervisor.

17. Law governing this Agreement

This Agreement shall be governed by and be construed in accordance with the laws of the Cayman Islands and in event of dispute the laws of the Cayman Islands shall apply and this Agreement shall be subject to the exclusive jurisdiction of the courts of the Cayman Islands.

18. Agreement contains all terms

Except for any provision that applies by virtue of law, the Company and Employee acknowledge that this Agreement (which, for the avoidance of doubt, includes the schedule to this Agreement) constitutes the entire agreement between them relating to its subject matter and supersedes any prior agreement between them relating to its subject matter.

19. Amendments

No amendments or modifications to this Agreement shall be valid or binding unless made in writing and signed by both parties and specifying the date on which they shall come into operation.

20. Capacity of parties to execute

Both the Company and the Employee warrant that they have the requisite capacity, authority and permission to enter into this Agreement.



On behalf of Berman Fisher Limited
Name: Lauren Christie
Date: 26 July 2022



Employee's signature
Name: Rashad Jervis
Date: 26 July 2022



THE SCHEDULE: CONDITIONS OF EMPLOYMENT

1. **Job Title**
 - 1.1 The Employee shall be employed as an **Accountant** by the Company in accordance with the agreement between the Company and the respective client companies and perform all of the duties usually performed by an **Accountant** of such respective client companies.
2. **Remuneration**
 - 2.1 The remuneration of the Employee shall consist of an annual salary of US\$65,000 or, at the option of the Company, the equivalent in CI\$, (based on 5 working days per week at 7.5 hours per day), which will be paid in twelve equal monthly instalments on or around the 15th day of each month. A discretionary bonus will also be available, the amount of which will depend on both Company and individual performance. Bonuses are calculated annually as at June 30.
3. **Period of employment**
 - 3.1 The period of employment shall be 2 years.
 - 3.2 The Employee's probation period shall be three (3) months subject to extension under the Act.
4. **Holiday entitlement**
 - 4.1 The Employee is entitled to up to 25 days' vacation per annum. This is made possible with the understanding that the Employee is directly responsible to service the needs of the Company's clients they are assigned to advise, regardless of whether or not they are on holiday leave. By signing this Agreement, the Employee agrees that he will continue servicing the needs of the Company's clients assigned to him at all times, as necessary, including during the Employee's absence, which can be achieved by coordinating with another employee of the Company to cover the Employee's assigned client matters during periods of leave.
5. **Sick leave**
 - 5.1 Subject to paragraphs 5.2, 5.3, 5.4 and 5.5 below, the Employee is entitled to sick leave on work days, or parts of work days, during which the Employee is ill or otherwise physically incapacitated for work.
 - 5.2 In the event of absence on account of sickness or injury, the Employee (or someone on the Employee's behalf) must inform the Company of the reason for the Employee's absence as soon as possible and must do so no later than the end of the working day on which absence first occurs.
 - 5.3 In respect of absence lasting 2 or fewer working days, the Employee is not required to produce a medical certificate unless specifically requested to do so by the Company but must self-certify in writing as to the Employee's sickness on return to work from absence.
 - 5.4 In respect of absence lasting more than 2 working days, the Employee must on the third working day provide the Company with a medical certificate stating the reason for absence and thereafter provide a like certificate each week to cover any subsequent period of absence.
 - 5.5 The Company reserves the right to ask the Employee at any stage of absence to produce a medical certificate and/or undergo a medical examination.
6. **Notice of Termination**
 - 6.1 The Employee is obliged to give three (3) months' notice of intention to terminate his employment.
 - 6.2 Where the Company terminates the Employee's employment during the Employee's period of probation, the Company may terminate the Employee's employment on one (1) days' notice.
 - 6.3 In all other cases, the Company may terminate the Employee's employment on giving three (3) months' notice.

S2023-0080

New Email Items Clean Up Delete Archive Reply Reply All Forward Meeting IM More

- Favorites
 - Inbox 4
 - Sent Items
 - Drafts (6)
 - Deleted Items 1371
 - HR / Recruitment
 - Lainston
 - Other
 - Drafts
 - Sent Items
 - Deleted Items
 - Archive
 - Conversation History
 - Junk Email (53)
 - Outbox
 - Online Archive - emily@...
- Rashad Jervis
 - Aqua Bay Payment Run
 - Musicians 6
 - Inbox 214
 - Drafts (5)
 - Sent Items 34
 - Deleted Items
 - Archive
 - Completed 2
 - Personal
 - Misc 2
 - Training / BambooHR
 - Conversation History
 - Junk Email
 - Outbox
 - RSS Subscriptions

Rashad Jervis - Sent Items

By Date ↑

| | |
|--|------------|
| <p>Lauren Christie RE: Vacation Re-Allocation Good morning both, Please be advised that I have amended my</p> | 11/10/2022 |
| <p>Sabrina Ebanks RE: Aqua Bay Club / #12 owner statement deduction Thanks Sabrina, I hope you enjoyed your weekend as well ☺ I will</p> | 11/10/2022 |
| <p>Position Mobile Accounting Accepted:</p> | 10/10/2022 |
| <p>Mark Stabler Musicians Ltd RE: QuickBooks Access Hi Mark. Thank you for your email. Confirming that I can now</p> | 10/10/2022 |
| <p>Lauren Christie RE: Vacation Re-Allocation Good morning both, Just letting you know that our flight has been</p> | 07/10/2022 |
| <p>Alexander Gordon RE: Paint Pros - Bank reconciliations Hi Alex Just letting you know that I'm still receiving the same error</p> | 06/10/2022 |
| <p>Sabrina Ebanks FW: Aqua Bay Club / #12 owner statement deduction Hi Sabrina, Confirming that I have completed and uploaded the</p> | 06/10/2022 |
| <p>Rashad Jervis FW: Expedia car rental confirmation - Fri, Oct 7 - (Itinerary # 724052... Rashad Jervis Accountant</p> | 06/10/2022 |
| <p>Alexander Gordon RE: Paint Pros - Bank reconciliations Thanks Alex - Are you in QB by any chance? I tried logging in but I'm</p> | 06/10/2022 |
| <p>Claudette Grant (Aqua Bay Club) RE: Online Payments You're welcome Ms. Claudette, yes confirming a payment is also due</p> | 06/10/2022 |
| <p>Claudette Grant (Aqua Bay Club) Online Payments Hi Ms. Claudette Just confirming that the Berman Fisher payment</p> | 06/10/2022 |

RE: Vacation Re-Allocation

Rashad Jervis
 To: Lauren Christie
 Cc: Emily Suter

Good morning both,
 Please be advised that I have amended my vacation day in BambooHR, as I have training with Felicia tomorrow and ABC's payrun and payroll on Thursday, so I will swap my vacation on Thurs for today.

Kind Regards,
Rashad Jervis
 Accountant
 M: +1 (345) 927-8194
www.bermanfisher.com

HLB BERMAN FISHER
 WE ARE A MEMBER OF HLB INTERNATIONAL THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

2020 WINNER, XERO, CERTIFIED ADVISOR, QUICKBOOKS

Disclaimer: The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Rashad Jervis
 Sent: Friday, October 7, 2022 9:06 AM
 To: Lauren Christie <lauren@bermanfisher.com>
 Cc: Emily Suter <emily@bermanfisher.com>
 Subject: RE: Vacation Re-Allocation

Good morning both,
 Just letting you know that our flight has been pushed back to 3pm, so I'll now be online from 9-1pm.

Reply Reply All Forward

Tue 11/10/2022 11:10