

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

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff is a citizen of Jamaica but is resident and domiciled in the Cayman Islands. He has lived in the Cayman Islands for 12 years and his mother has Caymanian Status.
2. The Defendant is Caymanian and resides at Poinsettia, West Bay Road, Grand Cayman and trades as the Attic Billiard Lounge, Queens Court, West Bay Road, Grand Cayman.
3. By a written offer dated January 1999 Chelsea's Lounge and Billiards Ltd ("Chelsea's") offered to employ the Plaintiff and the Plaintiff agreed to serve as General Manager for a salary of CI\$2,000.00 per month plus payment at the rate of CI\$7.00 per hour for any bartending duties performed in addition to his duties as General Manager.
4. On or about 1st September 1999 the business of Chelsea's including its premises, assets, goodwill and liabilities were transferred to the Defendant. After the transfer the Plaintiff's employment continued without interruption with the Defendant, on the same terms and conditions. The Defendant in acquiring the business of Chelsea's assumed all of its obligations and liabilities towards the Plaintiff under his contract of employment.
5. The Plaintiff carried out his duties as General Manager during the period 1st January to 1st September 1999 for Chelsea's and from 2nd September to 3rd December 1999 for the Defendant. During the same period the Plaintiff worked an additional 1,397.75 hours performing bartending duties. In breach of his contract of employment the said Chelsea's and the Defendant failed to pay the Plaintiff his salary as General Manager and or for bartending duties.

PARTICULARS

General Manager's Salary:

1st January to 3rd December 1999 11 months @ CI\$2,000 = CI\$22,00.00

Bartending Duties:

Month	Hours Worked	Rate per Hour	Amount Earned
January 1999	210.40	CI\$7.00	1,472.80
February 1999	231.23	CI\$7.00	1,618.61
March 1999	258.18	CI\$7.00	1807.26
April 1999	242.75	CI\$7.00	1699.25
May 1999	19.62	CI\$7.00	135.24
June 1999	249.12	CI\$7.00	1743.84
July 1999	209.77	CI\$7.00	1468.39
September 1999	178.75	CI\$7.00	1231.25
October 1999	47.05	CI\$7.00	329.35
		Total	CI\$11,505.99

6. In addition Chelsea's and the Defendant failed to provide the Plaintiff with a pension scheme as required under the National Pensions Law 1996. As a result the Plaintiff has suffered an additional loss of CI\$1,620.66 in respect of unpaid employers pension contributions for the period 1st January to 3rd December 1999.

AND THE PLAINTIFF CLAIMS:

- (i) arrears of salary and wages of CI\$33,505.99;
- (ii) damages of CI\$1620.66 in respect of unpaid pension contributions;
- (iii) interest on (i) and (ii) above pursuant to Section 34(i) of the Judicature Law (1995 Revision); and
- (iv) Costs.

Dated this 23rd day of February 2001.



C.S. GILL & CO.

Attorneys-at-Law for the Plaintiff

This WRIT OF SUMMONS was filed by C.S. Gill & Co., Attorneys-at-Law for the Plaintiff herein whose address for service is 4th Floor Genesis Building, PO Box 945 GT, Grand Cayman, Cayman Islands, BWI.