

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

0612  
CAUSE NO. OF 2007

**BETWEEN:**

**CHARLES MOUGEOT**

**PLAINTIFF**

**AND**

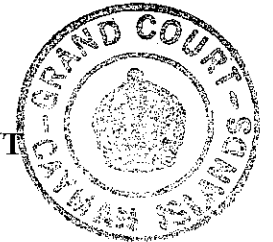
**K COAST DEVELOPMENT LIMITED**

**FIRST DEFENDANT**

**AND**

**CI PRECAST LIMITED**

**SECOND DEFENDANT**



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**WRIT OF SUMMONS**

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**K COAST DEVELOPMENT LIMITED**

44 Sherwood Drive  
PO Box 10587APO  
Grand Cayman  
Cayman Islands

**CI PRECAST LIMITED**

44 Sherwood Drive  
PO Box 10587APO  
Grand Cayman  
Cayman Islands

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

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

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

Issued this        day of December 2007.

**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 unless renewed by order of the Court.

**IMPORTANT**

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

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## STATEMENT OF CLAIM

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1. The Plaintiff is a Canadian national.
2. The Defendants are and were at all material times limited liability companies incorporated under the laws of the Cayman Islands and at all material times carried on business inter alia as building contractors and/or building developers.
3. At all material times the Plaintiff was employed by the Defendants as Project Manager under a Contract of Employment (“the Contract”), the terms of which are set out in writing in two documents dated 23 February and 30 July 2004 respectively. The Plaintiff will rely on these documents for their full terms and effect at trial of this matter.
4. The Plaintiff’s work permit was held by CI Precast Limited but the Plaintiff worked for both Defendants.
5. Pursuant to the Contract, the Plaintiff commenced working for the Defendants on or about 27 April 2004.
6. The terms of the Contract between the Plaintiff and the Defendants were varied by written agreement dated 30 July 2004 (as referred to in paragraph 3 herein) and signed by the Plaintiff and Gilles Langlois, the owner and/or Managing Director of the two Defendant companies. In particular it is averred that the Plaintiff was to receive C\$1650.00 per week plus a living allowance expressed as being “Per Diem to remain at C\$1000” but expressed as “a monthly living allowance of C\$1000.00 payable bi-weekly” in the written agreement dated 23 February 2004.

7. The weekly pro rata rate for payment of the living allowance is calculated as CI\$12,000 (annual allowance) divided by 52 weeks = CI\$230.77/week or CI\$461.54 payable bi-weekly.
  
8. In breach of the terms of the Contract and contrary to section 31 of the Labour Law (2001 Revision), the Defendants failed to pay salary and living allowance to the Plaintiff on dates divers, as set out in the Particulars of Breach of Contract.

PARTICULARS OF BREACH OF CONTRACT

Payment date	Amount Paid (CI\$)	Amount due (CI\$)	Outstanding Balance (CI\$)
02/07/04	0.00	2,861.54	2,861.54
13/08/04	2,900.00	3,761.54	861.54
27/08/04	2,900.00	3,761.54	861.54
09/09/04	2,900.00	3,761.54	861.54
24/09/04	0.00	1,861.54	1,861.54
(one week's unpaid leave taken)			
08/10/04	0.00	3,761.54	3,761.54
22/10/04	744.93	3,761.54	3,016.61
05/11/07	2,400.00	3,761.54	1,361.54
19/11/04	2,400.00	3,761.54	1,361.54
3/12/04	2,400.00	3,761.54	1,361.54
17/12/04	2,400.00	3,761.54	1,361.54
31/12/04	2,400.00	3,761.54	1,361.54
14/01/05	2,400.00	3,761.54	1,361.54
28/01/05	2,400.00	3,761.54	1,361.54
11/02/05	0.00	3,761.54	3,761.54
25/02/05	0.00	3,761.54	3,761.54
11/03/05	7,200.98	3,761.54	3,439.44
24/03/05	2,400.33	3,761.54	1,361.20

08/04/05	2,400.34	3,761.54	1,361.21
22/04/05	2,400.34	3,761.54	1,361.21
06/05/05	3,300.78	3,761.54	460.76
20/05/05	3,303.39	3,761.54	458.15
03/06/05	8,903.39	3,761.54	5,141.85
17/06/05	3,303.39	3,761.54	458.15
01/07/05	3,300.00	3,761.54	461.54
15/07/05	3,300.00	3,761.54	461.54
29/07/05	0.00	3,761.54	3,761.54
17/08/05	0.00	3,761.54	3,761.54
25/08/05	3,300.00	3,761.54	461.54
09/09/05	3,300.00	3,761.54	461.54
23/09/05	3,300.00	3,761.54	461.54
07/10/05	0.00	3,761.54	3,761.54
21/10/05	9,250.39	3,761.54	5,488.85
04/11/05	3,300.00	3,761.54	461.54
18/11/05	0.00	3,761.54	3,761.54
02/12/05	0.00	1,451.87	1,451.87

(Plaintiff was dismissed on 22/11/05 – therefore 4 days salary plus benefits due to that date).

**Total Owed**     **41,797.52**

Figures in red indicate payments in excess of salary owed and have been deducted from total sum owed to Plaintiff.

9. On 23 September 2005 the Plaintiff resigned from his position and gave 6 months notice pursuant to and as required by the terms of the Contract.
  
10. On 22 November 2005, in breach of the terms of the contract, Gilles Langlois, on behalf of the Defendants, wrongfully, unfairly and in contravention of the provisions of the Labour Law (2001 Revision) terminated the Plaintiff's employment with the Defendants. The

Plaintiff will rely upon the findings and written decision of the Labour Tribunal, dated 26 November 2007 and pursuant to the hearing dated 3 July 2007, in respect of the wrongful and unfair termination of the Contract.

11. By reason of the said breaches of contract; further or alternatively by reason of the wrongful dismissal, the Plaintiff has suffered loss and damage.

#### PARTICULARS OF LOSS AND DAMAGE

- (i) Unpaid salary in the sum of **CI\$41,797.52**
- (ii) Interest thereon at a rate of 7% per annum, totaling **CI\$6,056.46**
- (iii) Salary in lieu of notice, from 22 November 2005 to 22 March 2006 (the scheduled date of termination pursuant to the Plaintiff's notice given on 23 September 2005, at a rate of CI\$1,650.00 per week and living allowance of CI\$1,000.00 per month:  
**Total = CI\$32,208.22**  
(52 weeks x CI\$1650 divided by 365 days multiplied by 120 days remaining on notice totaling CI\$28,208.22 plus 4 months x CI\$1,000.00 = CI\$4,000);
- (iv) Interest thereon at a rate of 7% per annum in the sum of **CI\$4,118.39**;
- (v) Salary in lieu of accrued vacation at the statutory rate of two weeks per annum (pursuant to the Labour Law 2001 Revision), totaling **CI\$3,300.00**.

**Total CI\$87,552.59**

Further pursuant to section 34 of the Judicature Law (R) the Defendant is entitled to and claims interest on the amount found to be due to him hereunder at such rate and for such period as the court thinks fit.

#### AND THE PLAINTIFF CLAIMS:

- (i) CI\$87,552.59, alternatively damages for breach of contract and/or wrongful dismissal;

- (ii) Interest on the sum found to be due at such a rate and for such a period as the court deems fit;
- (iii) Costs

Dated 4<sup>th</sup> December 2007

  
DIAMOND LAW ASSOCIATES

Filed the      day of December 2007

THIS WRIT OF SUMMONS was issued by DIAMOND LAW ASSOCIATES, Attorneys-at-Law for the Plaintiff, whose address for service is 4<sup>th</sup> Floor, Cardinal Plaza, Cardinal Avenue, Po Box 2887 GT, George Town, Grand Cayman (Ref: ).

**Acknowledgement of service of writ of summons (0.12, r.3)**

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
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 "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 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 judgment 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 installments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

## Notes for Guidance

1. Each Defendant (if there are 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 14 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 (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

612

CAUSE NO. OF 2007

**BETWEEN:**

**CHARLES MOUGEOT**

**PLAINTIFF**

**AND**

**K COAST DEVELOPMENT LIMITED**

**FIRST DEFENDANT**

**AND**

**CI PRECAST LIMITED**

**SECOND DEFENDANT**

**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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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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 the Writ is acknowledged accordingly

(Signed).....

Attorney for

**Please complete overleaf**

**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 communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

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

DIAMOND LAW ASSOCIATES  
4<sup>th</sup> Floor, Cardinal Plaza  
Cardinal Avenue  
Po Box 2887 GT  
George Town  
Grand Cayman

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