

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO. *G0076* OF 2014

B E T W E E N:

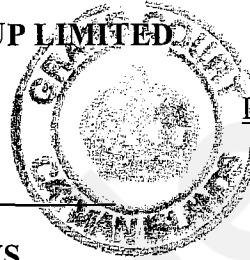
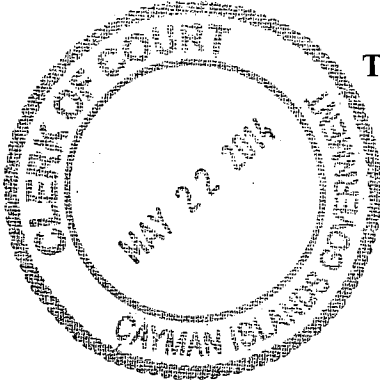
OWEN MERODON

PLAINTIFF

v.

THE BURNS CONOLLY GROUP LIMITED

DEFENDANT



WRIT OF SUMMONS

TO: The Defendant
 c/o Foreshore Corporate Services Limited
 4th Floor Queensgate Building
 113 South Church Street
 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 the Court Office, P.O. Box 495 Grand Cayman KY1-1106, Cayman Islands, 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 22nd day of May 2014

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 Acknowledgement of Service are given with the accompanying form.

OffshoreAlert

STATEMENT OF CLAIM

1. The Plaintiff is an Australian citizen, and a trained architect.
2. The Defendant was at all material times a resident Cayman Islands company in the business of architecture.
3. On or about 3rd December 2012 the Plaintiff entered into a written contract of employment ("**the Agreement**") as a Senior Project Architect with the Defendant.
4. At the time of entering into the Agreement the Plaintiff was residing in Australia.
5. The term of the Agreement was for 2 years, renewable by the Defendant thereafter. The Agreement could be terminated by either party giving 3 months' written notice.
6. It was a term of the Agreement that the Plaintiff would be paid a salary of CI\$7000 per month, paid monthly ("**the Salary Amount**").
7. It was a further term of the Agreement that the Defendant would provide medical and dental insurance ("**the Health Insurance**") for the Plaintiff. The Defendant would pay 50% of the monthly premiums due for the Health Insurance ("**the Employer Premiums**"). The remaining 50% due for the monthly premium would be deducted from the Plaintiff's salary each month ("**the Insurance Deductions**").
8. It was also a term of the Agreement that the Plaintiff would receive 15 working days of vacation per annum.
9. In January 2013 the Plaintiff travelled from Australia to Grand Cayman for the purposes of commencing his employment with the Defendant.
10. On 1st February 2013 the Plaintiff commenced employment with the Plaintiff under the terms of the Agreement ("**the Commencement Date**").

11. In or around 1st April 2013, without notice to the Plaintiff and in breach of the Agreement, the Defendant cancelled the Plaintiff's Health Insurance. Notwithstanding this, on some occasions after 1st April 2013 the Defendant continued to make the Insurance Deductions.
12. In or around May 2013, and in breach of the Agreement, the Defendant began paying the Plaintiff less than the Salary Amount.
13. On 1st August 2013 the Plaintiff emailed Mr Burns Conolly, Managing Director of the Defendant company, asking for an indication as to when he would be paid the Salary owed to him.
14. On 4th September 2013 the Plaintiff emailed Mr Conolly telling him that he needed his Salary.
15. During and following this correspondence the Defendant continued to pay the Plaintiff less than the Salary Amount.
16. As a result of the Defendant failing to pay the Salary Amount and cancelling the Health Insurance, the Plaintiff, in accordance with the terms of the Agreement, gave the Defendant 3 months' written notice to terminate the Agreement on 31st January 2014.
17. On 14th February 2014, and in breach of the Agreement, the Defendant sought to summarily dismiss the Plaintiff, by an email to the Plaintiff from Mr Conolly stating "I suggest you turn in your keys and leave our employment today" ("**the Termination Email**").
18. In the Termination Email Mr Conolly also stated "It has been a pleasure working with you and your back pay will be passed on as soon as the company receives funding".
19. On 15th February 2014 Mr Conolly again emailed the Plaintiff and stated "Your funds that we owe you shall be paid to you when funds are available".

20. The Plaintiff will aver that this is an admission of liability and that a liquidated sum is duly owed.
21. The Agreement terminated on 14th May 2014 (“**the Termination Date**”), being 3 months from when the Defendant gave the Plaintiff written notice to terminate.
22. Between the Commencement Date and Termination Date the Defendant, in breach of the Agreement, failed to pay to the Plaintiff the total Salary Amount of CI\$46,598.14 (“**the Outstanding Salary Amount**”).
23. Between the Commencement Date and Termination Date the Defendant, in breach of the Agreement, failed to pay the Employer Premiums and made the Insurance Deductions resulting in a loss to the Plaintiff of CI\$2,121.28 (“**the Health Insurance Loss**”).
24. At the Termination Date, and in breach of the Agreement, the Defendant failed to pay the Plaintiff for 16.75 unused vacation days, totalling CI\$5,411.38 (“**the Outstanding Vacation Pay**”).
25. Since the Termination date the Defendant has failed to pay the Plaintiff any of the Outstanding Salary Amount, the Health Insurance Loss, or the Outstanding Vacation Pay.
26. Further, as a direct result of the Defendant failing to pay the Outstanding Salary Amount, the Plaintiff has suffered the following loss:
 - a. CI\$1,449.00 in additional kennel fees for a dog he had planned to bring from Australia to Grand Cayman, but could not afford to do so; and
 - b. CI\$945.00 in additional storage fees for personal effects he had planned to bring from Australia to Grand Cayman, but could not afford to do so.
27. The Plaintiff has suffered loss and damage by virtue of the Defendant’s breach of the Agreement.

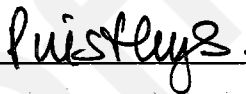
28. The Defendant is indebted to the Plaintiff in the sum of CI\$56,524.80, representing the Outstanding Salary Amount, the Health Insurance Loss, the Outstanding Vacation Pay, and the further payments the Plaintiff has had to make for kennel fees and storage.
29. Further the Plaintiff seeks interest pursuant to section 34 of the Judicature Law (2013 Revision) on all such sums found to be due to the Plaintiff from the Defendant at the prescribed rate of 2.375% per annum, to be calculated from the date of issue herein until Judgment or payment in full. Interest due will accrue upon the sum of CI\$56,524.80 at a daily rate of CI\$3.68 per day.

AND THE PLAINTIFF CLAIMS:

- (1) Damages for breach of contract;
- (2) Interest on the said damages pursuant to section 34 of the Judicature Law (as Amended); and
- (3) Costs to be assessed.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$56,524.80 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

DATED THIS 22nd day of May 2014



PRIESTLEYS