



ND COURT OF THE CAYMAN ISLANDS

SION

CAUSE NO. G OF 2026

BETWEEN:

JANUARIO BARROZO trading as JANB CONSTRUCTION

Plaintiff

and

NCB CONSTRUCTION LTD.

Defendant

WRIT OF SUMMONS

TO: NCB CONSTRUCTION LTD. c/o International Corporation Services LTD., P.O. Box 472, Harbour Place, 2nd Floor North Wing, 103 South Church Street, George Town, Grand Cayman KY1-1106, 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, the Plaintiff may proceed with the action and judgment may be entered against you without further notice.

Issued this 2nd day of October 2026.

NOTE this Writ may not be served later than four calendar months beginning with the date of issue unless renewed by order of the Court, or later than 6 calendar months if leave to serve out of the jurisdiction has been given.

Important

Directions for acknowledging service are given with the accompanying form.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. G OF 2026

BETWEEN:

JANUARIO BARROZO trading as JANB CONSTRUCTION

Plaintiff

and

NCB CONSTRUCTION LTD.

Defendant

STATEMENT OF CLAIM

Background

1. The Plaintiff is an individual who carries on business as JanB Construction and whose address is Block 14D, Parcel 99H2, 78 Hope Drive, George Town, Cayman Islands.
2. The Defendant is a company incorporated in the Cayman Islands which carries on business as a construction contractor and has its registered office at c/o International Corporation Services LTD., P.O. Box 472, Harbour Place, 2nd Floor North Wing, 103 South Church Street, George Town, Grand Cayman KY1-1106, Cayman Islands
3. During 2025, the Defendant retained the Plaintiff to provide construction labour and related works in respect of various projects including the OLEA development, Hilton Estates and associated townhome interior works in Grand Cayman.
4. It was an express and/or implied term of the parties' agreements that the Defendant would pay the Plaintiff's invoiced charges for completed work and would release the agreed retention amounts when due.

The outstanding Invoices and Retentions

5. The Plaintiff completed the work and issued the following unpaid OLEA invoices:
 - a. Invoice 154: General Labour in the sum of CI\$3,489.00;
 - b. Invoice 156: Sheetrock Installation, Townhome 114 in the sum of CI\$9,224.86;
 - c. Invoice 157: Sheetrock Installation, Townhome 116 in the sum of CI\$9,589.08;
 - d. Invoice 158: General Labour in the sum of CI\$6,083.00;
 - e. Invoice 159: General Labour in the sum of CI\$5,639.00; and
 - f. Invoice 160: General Labour in the sum of CI\$4,289.89.
6. The unpaid OLEA invoices total CI\$38,314.83.
7. On 25 November 2025 the Plaintiff asked the Defendant to review and confirm the outstanding invoices relating to the OLEA project. On 26 November 2025, the Defendant, through Megan De-Freitas, confirmed that its records aligned with the Plaintiff's and that the invoices were pending payment and had been processed.
8. By email dated 26 November 2025, the Defendant also confirmed that retention sums totaling CI\$18,348.62 were due and owing to the Plaintiff and requested that the Plaintiff issue separate invoices in respect of those sums. The Plaintiff accordingly issued separate invoices in respect of:
 - a. Townhomes 201–207 handrail works in the sum of CI\$3,275.00;
 - b. Townhomes 208–214 millwork in the sum of CI\$4,900.00; and
 - c. Phase 3B and 3C interior works in the sum of CI\$10,173.62.
9. The total principal sum due and owing to the Plaintiff in respect of the unpaid OLEA invoices and retention sums is CI\$56,663.45.
10. By letter dated 1 July 2026, the Plaintiff, through his attorneys, demanded payment of the outstanding amounts, including the OLEA invoices and retention sums particularised above.

Breach and Loss

11. Despite the Plaintiff's demand, the Defendant has failed and/or refused to pay the outstanding OLEA invoices and retentions, in breach of the parties' agreements.

12. The sum of CI\$56,663.45 is therefore due and owing to the Plaintiff and remains wholly unpaid.
13. By reason of the Defendant's breaches, the Plaintiff has suffered loss and damage in the sum of CI\$56,663.45 together with interest and costs.
14. The Plaintiff claims simple interest pursuant to section 34(1) of the Judicature Act (2021 Revision) and rule 4 of the Judgment Debts (Rates of Interest) Rules (2021 Revision) on the principal sum of CI\$56,663.45 at the prescribed rate of 2 $\frac{3}{8}$ % per annum from the date of issue of this Writ until judgment or earlier payment, accruing at CI\$3.69 per day.

AND THE PLAINTIFF CLAIMS:

1. Judgment in the sum of CI\$56,663.45;
2. Simple interest pursuant to section 34(1) of the Judicature Act (2021 Revision) and rule 4 of the Judgment Debts (Rates of Interest) Rules (2021 Revision) on the principal sum of CI\$56,663.45, at the prescribed rate of 2 $\frac{3}{8}$ % per annum or such other rate as the Court considers appropriate, from the date of issue of this Writ until judgment or earlier payment, the total interest claimed as at the date of issue being CI\$0.00 and accruing thereafter at CI\$3.69 per day;
3. Post-judgment interest on the judgment principal at the prescribed rate from service of the judgment until payment;
4. Costs;
5. Such further or other relief as the Court considers just.

NOTICE TO THE DEFENDANT — LIQUIDATED DEMAND

If, within the time for returning the Acknowledgment of Service, the Defendant pays to the Plaintiff or his attorneys the principal sum of CI\$56,663.45, interest to the date of payment, fixed costs of CI\$500.00 and the prescribed fees paid on issue, further proceedings will be stayed.

Dated this 2nd day of October 2026.



KSG

Attorneys for the Plaintiff

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

CAUSE NO. G OF 2026

BETWEEN:

JANUARIO BARROZO trading as JANB CONSTRUCTION

Plaintiff

and

NCB CONSTRUCTION LTD.

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 the Defendant whereby it may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf 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 []

3. If the claim against the Defendant is for a debt or liquidated demand, AND it 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 appropriate box)

Yes []

No []

Service of the Writ is acknowledged accordingly

Signed

Attorney for / Authorised representative of NCB CONSTRUCTION LTD.

Address for service:

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Notes on address for service

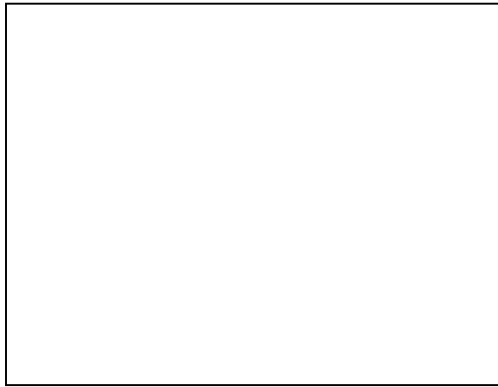
Attorney: where the Defendant is represented by an Attorney, state the Attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign Attorney.

Defendant in person: where the Defendant is acting in person, it must give its post office box number and the physical address of its residence or, if it does not reside in the Cayman Islands, it must give an address in Grand Cayman where communications for it 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 space below.

KSG Attorneys
4th Floor, One Capital Place
136 Shedden Road
George Town
Grand Cayman KY1-1107
Cayman Islands

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



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 a person authorised to act on behalf of the Defendant.

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

2. A Defendant who states in its Acknowledgment of Service that it intends to contest the proceedings must also serve a Defence on the Attorney for the Plaintiff.

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 its Defence within the appropriate time, the Plaintiff may enter judgment against it 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) which does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that it intends to apply for a stay, execution will be stayed for 14 days after its Acknowledgment, but it must, within that time, issue a Summons for a stay of execution, supported by an affidavit of its means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Notes for Guidance

1. The Defendant is required to complete an Acknowledgment of Service and return it to the Court Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a Writ served on the Defendant is treated as having been served on the day on which service is effected.
3. Where the Defendant is sued in a name different from its own, the form must be completed 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 or her name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OR HER OWN, the form must be completed with the addition in paragraph 1 of the description "trading as (.....)" after his or her 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 Court Office.