

# **MEMORANDUM**

Guardsman Limited 2-6 Emmaville Crescent Kingston CSO

To:

Natalie Levy-Dawes

Financial Controller-Finance Shared Services

From:

Charmain Mighty-Campbell

HRSS Welfare Manager

Date:

November 28, 2022

Re:

MOL Settlement-NAKADIA SENIOR (Sector-MOBAY)

Kindly requesting a cheque in the amount of **Two Hundred Fifty Thousand Dollars** (\$250,000.00) payable to Nakadia Senior on Friday, January 13,2023

This represents payment of Vacation Entitlement for the periods December 2013 to August 2021.

Regards,

/phj

## **RELEASE AND DISCHARGE**

THIS RELEASE AND DISCHARGE is made the day of	2022
by NAKADIA SENIOR of LOTALIS Green Pand Grave in the parish of St Tomas	·····,
TRN: 125-364-812 (hereinafter called "the Releasor").	

#### WHEREAS:

- a. A claim has been made by the Releasor against **GUARDSMAN LIMITED**, a company registered under the laws of Jamaica with offices at 2-6 Emmaville Crescent, Kingston CSO (hereinafter called "the Company") in which the Releasor is claiming entitlement arising from his/her contractual arrangements for the period of December 2013 to August 2021.
- b. The parties are desirous of resolving the matter amicably.

### NOW THIS DEED WITNESSETH as follows:-

- 1. The Company has agreed to settle the Releasor's claim against the Company and the Company has agreed to give to the Releasor and the Releasor has agreed to accept the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (inclusive of costs and interest) payable to Nakadia Senior on Friday, January 13, 2022, such acceptance on the part of the Releasor being IN CONSIDERATION OF AND IN FULL AND FINAL SATISFACTION AND DISCHARGE of any claim against the Company, its directors, servants and/or agents or other affiliated companies or persons for any alleged entitlement or pecuniary loss which the Releasor could or might have suffered arising directly or indirectly from the complaints and from all demands, claims, actions, suits or proceedings which have arisen or which could arise therefrom as against the Company including all matters dealing with his/her contractual relationship with the Company.
- 2. ACCORDINGLY, THE RELEASOR **HEREBY RELEASES AND DISCHARGES** the Company, its directors, servants and/or agents and all other affiliated companies or persons from all claims, demands, actions or proceedings whatsoever which the Releasor now has or could or might have had against the Company but for the execution of this Release.
- 3. The Releasor acknowledges that the aforesaid sum is given to the Releasor by the Company, entirely without prejudice to the Company or without admission of liability, blame or fault on the part of the Company.
- 4. The terms and conditions of this Release shall be and remain in strict confidence, and the Releasor hereby covenants not to communicate the terms hereof to any person or body of persons unless required to do so by a Court Order or otherwise by Law or the Regulations of any

applicable Government Regulator or Authority. Provided that this clause shall not operate to prevent the Releasor from submitting this Agreement to any Attorney-at-Law of his/her choice or for any purpose relating to the enforcement hereof or the implementation of its terms. Should the Releasor in breach of the covenant communicate the terms aforesaid, this Agreement shall be null and void at the option of the Company and the Releasor shall be liable to repay the Company the aforesaid sum plus interest and Attorney's fees.

5. The parties hereby acknowledge and confirm that they have read this document in its entirety, fully understanding and accepting the terms and implications of the same, have sought, obtained and relied on independent legal advice and have signed it freely and voluntarily and agree to be bound by the terms and conditions stated herein.

IN WITNESS WHEREOF THE RELEASOR has executed this Release and Discharge on the day hereinbefore mentioned.

SIGNED by NAKADIA SENIOR
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At

In the parish of

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JUSTICE OF THE PEACE FOR THE PARISH OF:

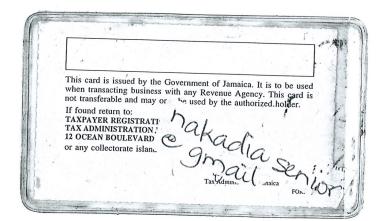
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B-51

Address: MAIDSTONE

MAIDSTONE PO, MANCHESTER

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### **ELECTOR REGISTRATION IDENTIFICATION CARD**

Surname: SENIOR
First Name: NAKADIA
Middle Name: NAMARA
Date of Birth: AUG 16, 1993
Height: 4'11" 150 cm Sex: F
Distinguishing Marks:

Dup No. O

Elector Registration No. 2220584

Card Issue Date: AR 28, 2022
Card Expiry Date: DEC 31, 2031

40987869

Director's Signature



