

**Plaint**

IN SUMMARY COURT AT GEORGE TOWN

**THERESA CHIN AND  
CAYMAN 123 TRAVEL** - Plaintiffs

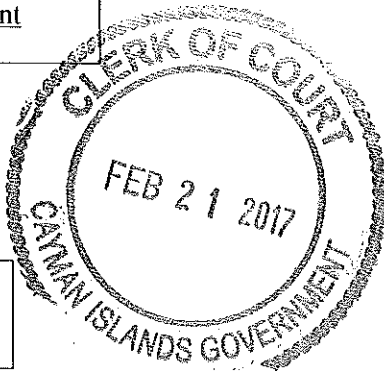
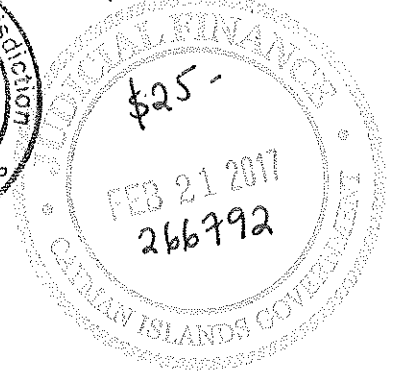
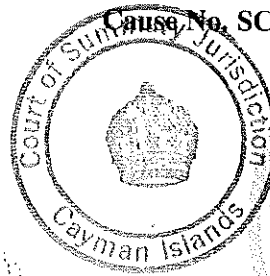
BETWEEN:

**DESIREE PIERCY-TULLOCH** - Defendant

AND:

To the Defendants:

**C/O PO Box 58, Travel with us Ltd.  
25 Dorcy Drive, Cayman Centre Suite C  
George Town, Grand Cayman KY1-**



THIS PLAINT has been issued against you by the above – named Plaintiff in respect to the claim set out on the next page.

**Within 14 days** after service of this Plaintiff on you, counting the day of service you must either satisfy the claim or return to the Court Office, P.O. Box 495, Grand Cayman KY1-1106, CAYMAN ISLANDS, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full **particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service from containing full particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 20 day of FEB 2017

**See overleaf for particulars of the Plaintiff's claim**

## PARTICULARS OF CLAIM

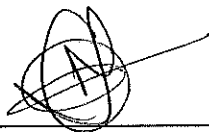
(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendants is indebted to the Plaintiff or is liable to pay damages to the Plaintiff)

1. That the Defendant issued airline tickets to customers over a period of several months without collecting payment for them. The unauthorized tickets were issued to a myriad of persons including customers of the Plaintiff, friends and family of the Defendant.
2. At no material time was the Defendant authorized to issue said tickets without collecting payment in full.
3. An audit of the company ticket record systems shows the amount of said unauthorized tickets without collecting payment totaled **CI\$18,960.00**
4. The Defendant has been contacted numerous times after it was realized that the unauthorized ticket charges had not been settled when the Plaintiff completed an audit of the company ticket sales.
5. The Defendant was sent a Letter of Demand on October 7<sup>th</sup>, 2015 and she refused to accept the Letter of Demand from the professional server whose Affidavit of Service dated 6<sup>th</sup> November, 2015 is hereby attached as evidence.
6. The Defendant was given 7 days to settle the outstanding debt in full to the Plaintiff.
7. To date the Defendant has not responded to the Letter of Demand, or made any efforts to communicate with the Plaintiff to settle said outstanding sums.
8. The Plaintiff now seeks the assistance of the Courts to remedy this outstanding unpaid debt.

The Plaintiff is owed **CI\$18,960.00** plus cost, interest and fixed cost.

### AND the Plaintiff claims:

1. The Plaintiff is claiming the sum of **CI\$18,960.00** being the outstanding amount free of interest.
3. Interest on the sum at the rate of to be **prescribed by the Court** per annum.
4. Interest to continue until the matter is settled and together with other cost the Courts assessed for this action.
5. Fixed cost of **CI\$350.00**, alternatively cost to be assessed by this Court.



Plaintiff's Signature

Plaintiff's address for Service

PO Box 2553

(OFFICE LOCATION HERE)

Grand Cayman, KY1-1104

CAYMAN ISLANDS

Cell: 324-0799/em: info.123travel@gmail.com



PARTICULARS OF DEFENCE

**(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the plaintiff, or is not liable for the full amount of the claim)**

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Defendant's Signature

**REMINDER - This form must be taken or sent to the Court Office, Downtown, George Town, Kirk House, P.O. Box 495, Grand Cayman KY1-1106, GRAND CAYMAN, Tele: 949-4296 within 14 days of receipt otherwise a default judgment may be entered against you.**