

IN THE SUMMARY COURT AT GEORGE TOWN

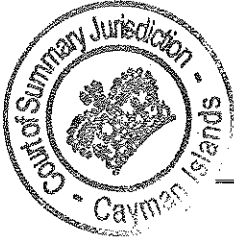
CAUSE NO: SC 163 OF 2017

B E T W E E N:

HSM CHAMBERS (A FIRM)

AND

KEVIN TIBBETTS

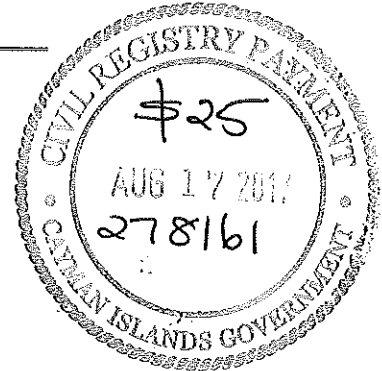


Plaintiff

Defendant

PLAINT

TO:  
Kevin Tibbetts  
391 Esterley Tibbetts Highway  
190G Lakeside Apartments  
P.O. Box 123  
Grand Cayman, KY1-9006  
Cayman Islands



**THIS PLAINT** 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 service of this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service 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 Acknowledgment of Service form.

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

Issued this     day of August 2017

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

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## PARTICULARS OF CLAIM

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1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is HSM Chambers, 68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 123 Grand Cayman, KY1-9006, Cayman Islands.
3. On or around 10 October 2016, the Defendant signed an Engagement Letter for legal services, with attached Terms of Business (the "Engagement Letter"). The terms of the Engagement Letter were, *inter alia*, as follows:
  - a. That the Plaintiff would act on the Defendant's behalf in relation to divorce proceedings.
  - b. That the Defendant would pay all invoices within 14 days of receipt;
  - c. That interest would accrue on all unpaid invoices at the rate of 10% per annum; and
  - d. That all costs including court costs and attorney's fees would be reimbursed by the Defendant on an indemnity in the event of the Defendant's failure to pay outstanding invoices.
4. The Plaintiff provided legal services for the Defendant as requested in accordance with the Engagement Letter.
5. The Plaintiff sent to the Defendant invoices numbered 4246272 and 4246894 on 7 April 2017 and 4 May 2017, totalling US\$4,430.49. The Plaintiff sent several requests for payment by email to the Defendant between 7 April 2017 to 28 July 2017.
6. As of the date of these proceedings, the remaining balance owing to the Plaintiff for the outstanding invoices is US\$3,960.49.
7. On 28 July 2017, a final demand was sent to the Defendant by email requesting that he make payment arrangements to clear the outstanding invoices on his account within 7 days otherwise legal proceedings would be issued.

8. The Defendant defaulted on the terms of engagement and as of the date of the commencement of these proceedings, the Defendant owed to the Plaintiff the principal sum of US\$3,960.49. Interest on invoice continues to accrue at the rate of US\$0.03 per day on Invoice 4246272 and on Invoice 4246894 at a rate of US\$0.23 per day.
9. Despite several email reminders and demands for payment, the invoices remain outstanding and the Defendant has either failed or neglected to make full payment to the Plaintiff.
10. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

**AND THE PLAINTIFF claims:**

- a) US\$3,960.49 being the principal sum due as at 17 August 2017.
- b) Pre and post judgment interest from 19 May 2017 to 17 August 2017 in the sum of US\$97.66 and continuing at the rate US\$1.09 per day in accordance with the terms of the Engagement Letter; and
- c) Alternatively, pre-and post-judgment interest in accordance with the Judicature Law (2013 Revision) and the Judgment Debts (Rates of Interest) Rules, 2010 at such rate as the Court deems fit.
- d) Costs on an indemnity basis in accordance with the terms of the Engagement Letter;
- e) Such further and other relief as this Court may deem just.

*HSM Chambers*

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**HSM Chambers**  
Attorneys for the Plaintiff

## INDORSEMENT

The principal amount claimed in respect of the debt is US\$3,960.49 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49). If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

## INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 3(c) above.
2. The prescribed rate of interest is 10% per annum.
3. The date from which interest is payable is from 19 May 2017.
4. The amount of interest accruing due each day is US\$1.09 per day.

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CAUSE NO: SC OF 2017

B E T W E E N:

HSM CHAMBERS (A FIRM)

Plaintiff

AND

KEVIN TIBBETTS

Defendant

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ACKNOWLEDGMENT OF SERVICE

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1. State Defendant's name and address:—

2. State whether the Defendant intends to contest the action.

Yes

No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Dated this        day of        2017

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Defendant's Signature  
**See overleaf**

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**PARTICULARS OF DEFENCE**

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1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

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Defendant's Signature

**REMINDER** -This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.