



No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 100 of 2018

BETWEEN:

TRIBE TATTOO LTD.

Plaintiff

AND:

FRANZ SIMPSON (COMPUCAY)

Defendant



To the Defendant

6A DR. ROYS DRIVE, GEORGE TOWN
CAYMAN ISLANDS

THIS PLAINT has been issued against your by the above – named Plaintiff in respect of 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, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment 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 form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 24 day of May 2018

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 Defendant is indebted to him or is liable to pay damages to him)

ATTACHED SHEET AT THE BACK

AND the Plaintiff claims:

- 1 The sum of 2,499.95.
- 2 Interest in the sum of \$ 0 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 30.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

3 SELKIRK PLAZA
80 WEST BAY ROAD
George Town

October 17, 2017 we purchased the QuickBooks software from CompuCay. Inside the contract that we paid is:

- 1.) Cl\$ 200.00 --On-site service call, to install integrate and implement QuickBooks POS Vendors Existing system.
- 2.) Cl\$ 300.00--To provide a technical training for QuickBooks POS.
- 3.) 1,999.95-- the price of the software.

He installed the software to our computer and he gave us unprofessional and unadequate training how to use the software and after he left we trying to open and use the QuickBooks Software but we couldn't open it, and even our computer stuck and it won't work, so we decided to get an IT specialist to fix our computer (because after unprofessional training we didn't trust CompuCay anymore). IT guy told us to call CompuCay and get the quick book software on the flash-stick (because CompuCay didn't give us anything). CompuCay told us ok and gave us pirate version on the flash stick. We tried to fix this problem without calling Police and Court but CompuCay refused to cooperate.

We just want him to give us a License QuickBooks Software what we paid for, but he want us to drop the computer in his shop to install the software, we don't trust him after what he did and also the contract that we paid is he coming to our shop to install the software

We reported it to the Police but he still refused to cooperate. We want to get back our money or the License QuickBooks Software that we paid for.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

TRIBE TATTOO LTD.

Plaintiff

AND:

FRANZ SIMPSON (COMPUCAM)

Defendant

ACKNOWLEDGMENT OF SERVICE

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 Plaint is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf

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 claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.