

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 138 OF 2018

BETWEEN:

HSM CHAMBERS (A FIRM)



Plaintiff

AND

VICTOR MAIKEL MAERLADET LEON

Defendant



PLAINT

TO:

Mr. Victor Leon
Northward Prison
P.O. Box 1807
Bodden Town
Grand Cayman KY1-1109
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 Complaint 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 28 day of June 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

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 an address of Northward Prison, P.O. Box 1807, Bodden Town, Grand Cayman KY1-1109.
3. On or around 3 September 2017, the Defendant engaged our services to represent him in an Immigration matter. He signed an Engagement Letter and paid a retainer of CI\$650.00.
4. The terms of the Engagement Letter of Flat Fee Immigration Services were, *inter alia*, as follows:
 - a. *"Our fees for services of the nature envisaged are based on customary flat fee amounts as communicated to you. Such fees are based on the matter proceeding in the normal way. If we are presented with any issues that would result in additional work being required, and extra fees being incurred, we would of courts discuss these with you in advance."*
 - b. *Extra and unanticipated work may be charged on a mix of further flat fees or, in exceptional circumstances, hourly rates. The rates may range from up to US\$740/hour for a Partner, US\$550/hour for an Associate, or US\$250/hour for a Manager."*
 - c. *"Our fees are payable within 14 days of the date of our invoice. Interest is chargeable on late payment. We reserve the right to charge interest at the rate of ten percent per annum to any outstanding balance not settled within 30 days of our invoice being rendered."*
5. The Plaintiff sent invoice number 4251586 dated 30 October 2017 ("the Invoice"), to the Defendant by email correspondence on 1 November 2017. The Invoice totalled US\$3,500.00. The Plaintiff sent several requests for payment by email correspondence to the Defendant between 1 November 2017 and 21 March 2018.
6. On or around 15 January 2018 the CI\$650.00 held on trust in this matter was applied to the Invoice, which resulted in a remaining balance of US\$2,726.19 being owed by the Defendant.

7. The Defendant defaulted on the terms of the Engagement Letter since he failed to make payment of the Invoice by 13 November 2017.
8. As of the date of these proceedings, the principal amount of US\$2,726.19 is owed to the Plaintiff. Interest is calculated from 1 December 2017 at the rate of 10% per annum and continuing at the rate of US\$0.75 per day in accordance with the terms of the Engagement Letter.
9. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) US\$2,726.19 being the principal sum due as at 14 May 2018.
- b) US\$156.10 Pre-and post-judgment interest calculated 1 December 2017 to 28 June 2018 at the rate of 10% per annum in accordance with the Engagement Letter and continuing at US\$0.75 per day.
- c) Fixed costs of CI\$175.00 pursuant to the Summary Court Rules and such further costs to be assessed.
- d) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

This Plaint was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: 418107.0023)

INDORSEMENT

The principal amount claimed in respect of the debt is US\$2,726.19 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$175.00. If, within the time for returning the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaint, 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 4c above.
2. The prescribed rate of interest is 10% per annum.
3. The date from which interest is payable is from 1 December 2017.
4. The amount of interest accruing due each day is US\$0.75 per day.

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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.

Dated this day of 2018

Defendant's Signature
See overleaf

PARTICULARS OF DEFENCE

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]*

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.