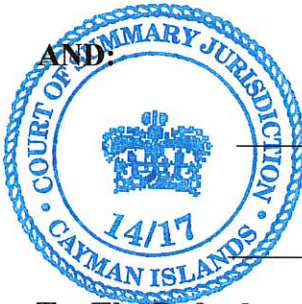


IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 000/ of 2019

BETWEEN: STENNING & ASSOCIATES

PLAINTIFF



AND: CINDY WEBSTER



DEFENDANT

PLAINT

To: The Defendant

Ms Cindy Webster  
119 Watlers Road  
George Town,  
Grand Cayman



AND TO: Clerk of the Summary Court

**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, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 2<sup>nd</sup> day of January 2019

See overleaf for particulars of the Plaintiff's claim

## PARTICULARS OF CLAIM

- (1) The Plaintiff is an incorporated legal practice, established pursuant to regulations 9 and 10 of the Legal Practitioners (Incorporated Practice) Regulations 2006.
- (2) The Plaintiff seeks recovery of unpaid fees for legal services provided to the Defendant, such unpaid fees amounting to KYD\$19,359.99 (excluding interest), hereinafter referred to as the "**Debt**".
- (3) The Defendant instructed the Plaintiff to represent her in a clinical negligence claim (the "**Claim**"), entering into an agreement with the Plaintiff for it to provide legal services on terms and conditions particularised within the Plaintiff's letter of engagement which the Defendant specifically approved and agreed to by way of a signature on the same (the "**Engagement Letter**").
- (4) Over an 18-month period the Plaintiff incurred significant disbursements on the Defendant's behalf and further provided the Defendant with a significant number of hours of legal services, as particularised in the Plaintiff's invoices.
- (5) The Plaintiff's legal services included; providing legal advice, managing and progressing the Defendant's Claim and certain correspondence, all such assistance provided by the Plaintiff in accordance with the Defendant's instructions and in accordance with the terms of the Engagement Letter.
- (6) The Defendant's instructions to the Plaintiff included, but were not limited to, instructing a Queens Counsel (who provided a written advice which was provided to the Defendant), instructing UK and US based medical experts to prepare specialist medico-legal reports.
- (7) It is observed that the US based medical expert/doctor met with the Defendant, in person, in Florida. The purpose of this meeting was to facilitate his examination and assessment of the Defendant's alleged injuries for the purposes of preparing the medico-legal report.
- (8) The medico-legal reports obtained were necessary as the Plaintiff could not (indeed would not) issue proceedings for professional negligence against a professional person without ensuring and being satisfied that there was adequate evidence to support the Defendant's Claim.
- (9) The Defendant has significantly benefited from the Plaintiff's legal services, utilising the Plaintiff's provided advices and work product to continue the pursuit of her Claim which is ongoing in the Grand Court.
- (10) The Defendant has significantly benefited and continues to benefit from the Plaintiff's provided work product but has failed to settle or even make a reasonable contribution (in conjunction with a payment plan) to clear her outstanding Debt.

- (11) The Plaintiff has written to the Defendant seeking payment of the Debt but to date has not received any response, subsequently necessitating the issuance of these proceedings.

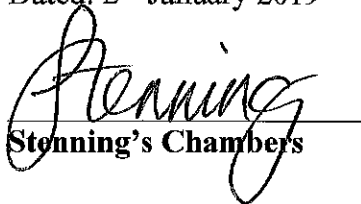
**AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:**

- (1) The sum of **KYD\$19,359.99**;
- (2) Costs pursuant to section 11(3) of the Summary Court Rules 2004; and
- (3) Such further and/or other relief.

**STATEMENT REGARDING INTEREST**

- (4) The Plaintiff is entitled to recover interest at the contractual rate referred to in the terms of engagement, as particularised in the Engagement Letter, pursuant to section 34(6) Judicature Law (2017 Revision) or, in the alternative, the Plaintiff can claim interest pursuant to section 34 (1) Judicature Law (2017 Revision).
- (5) The rights of the Plaintiff to claim interest (contractual or pursuant to section 34(1) of the Judicature Law) against the Defendant, as observed supra, is waived for the purposes of minimising costs for all parties by keeping the value of the Debt and claim (combined) below KYD\$20,000.00 (the Summary Court's jurisdictional threshold).

Dated: 2<sup>nd</sup> January 2019

  
Stenning's Chambers

**TO:** The Clerk of the Summary Court

**AND TO:** The Defendant

**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO. SC of 2019**

**BETWEEN: STENNING & ASSOCIATES**

**PLAINTIFF**

**AND: CINDY WEBSTER**

**DEFENDANT**

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**ACKNOWLEDGMENT OF SERVICE**

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1. State the Defendant's name and address –

**MS CINDY WEBSTER  
119 Watlers Road  
George Town,  
Grand Cayman**

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.

YES

NO

**Service of the Plaintiff is acknowledged accordingly.**

\_\_\_\_\_  
Defendant's Signature

Dated this        day of                    2019

**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 Plaintiffs, or is not liable for the full amount claimed)

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Defendant's Signature

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