

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 82 OF 2019

BETWEEN:

HSM CHAMBERS (A FIRM)



Plaintiff

AND

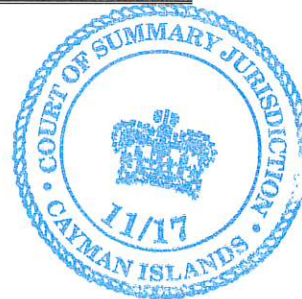
GEORGIA ROSE DAWKINS

Defendant



PLAINT

TO:
Ms. Georgia Rose Dawkins
George Town,
Grand Cayman, 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 Plaintiff 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 9th day of April 2019

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 being George Town, Grand Cayman, Cayman Islands.
3. On or around 4 April 2018, the Defendant signed an Engagement Letter with the attached terms of Business (the "Engagement Letter") for our legal services in representing and acting on her behalf with regards to immigration services. 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 the immigration services;
 - b) That the Defendant would pay all invoices within 14 days of the date of our invoice;
 - c) That the interest would accrue at the rate of 10% per annum to any outstanding balance not settled within 30 days of our invoice being rendered; and
 - d) That all costs including court costs and attorney fees would be reimbursed by the Defendant on an indemnity basis, in the event that the Defendant failed to pay the outstanding invoices.
4. The Plaintiff provided legal services for the Defendant in accordance with the terms and conditions of the Engagement Letter.

5. On or around 1 May 2018 and 17 September 2018, an email was sent to the Defendant's email attaching the following invoices for the Defendant's attention and payment for the services rendered.

<u>Invoice No</u>	<u>Amount</u>	<u>Date Issued</u>
4256458	US\$750.00	30 April 2018
4260498	US\$4,500.00	17 September 2018

6. Despite several requests for payment sent by email to the Defendant on numerous occasions and further follow up telephone calls with the Defendant indicating that she promises to clear the debt, as of the date of these proceedings, the Defendant has not paid the invoices in full satisfaction.
7. The Defendant has made several payments towards the outstanding invoices in the sum of US\$2,495.24, however a balance of US\$2,004.76 remains outstanding on the account.
8. The Defendant has thereby defaulted on the terms of the Engagement Letter and as of the date of these proceedings, the Defendant owes to the Plaintiff the remaining principal sum of US\$2,004.76 along with interest of US\$105.09 from 17 October 2018 to 9 April 2019 and continuing to accrue at the rate of 10% per annum, being US\$0.64 per diem
9. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) US\$2,004.76 being the principal sum due as at 9 April 2019.
- b) Pre and post judgment interest from calculated from 17 October 2018 to 9 April 2019 in the sum of US\$105.09 and continuing at the rate of US\$0.64 per diem in accordance with the terms of the Engagement Letter;
- c) Costs in accordance with the Summary Court Rules 2004; and
- d) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is US\$2,004.76 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 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 3 (c) above.
2. The prescribed rate of interest is 10% per annum.
3. The date from which interest is payable is from 17 October 2018.
4. The amount of interest accruing due each day is US\$0.64 per day.

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: 418107.0030)

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CAUSE NO: SC OF 2019

B E T W E E N:

HSM CHAMBERS (A FIRM)

Plaintiff

AND

GEORGIA ROSE DAWKINS

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 Plaintiff is acknowledged accordingly.

Dated this day of 2019

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.