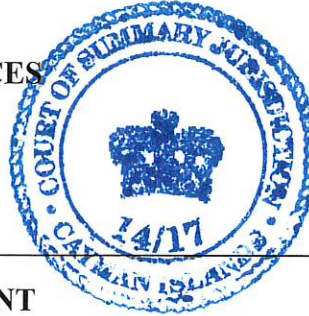


IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 88 of 2019

BETWEEN: QUALITY LAW SERVICES PLAINTIFF
AND: FRANZ SIMPSON DEFENDANT



PLAINT

TO THE DEFENDANT:

FRANZ SIMPSON
Trading as CompuCay
69 Dr. Roy's Drive
P.O. Box 1416, George Town
Grand Cayman KY1-1110
Cayman Islands
franz@compucay.ky



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 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service for 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 further notice to you.

This Complaint is issued this ^{15th} day of April 2019.

7. The Defendant also verbally informed the Plaintiff that he required the Plaintiff to attend Summary Court on 22 January 2019 in relation to the said charges.
8. Following the initial consultation, the Defendant was gently reminded that he owed the sum of KYD 250.00 due for the consultation. The Defendant indicated that he would be instructing the Plaintiff to represent him and he instructed the Defendants to proceed with issue of the engagement letter.
9. On the verbal instruction of the Defendant, the Plaintiff was instructed to proceed with preparing the Notice of Appointment of Attorney and the Plaintiff.
10. Despite numerous written and verbal requests made by the Plaintiff to the Defendant the Defendant failed to provide the consultation fee, the engagement letter or the retainer fee although he proceeded to call seeking legal advice.
11. Given the numerous charges against the Defendant and the short notice of the Defendant's imminent court date listed for 22 January 2019, the Plaintiff, in good faith proceeded to review the Defendants papers with intentions to represent the Defendant subject to return of the signed engagement letter. Subsequently the Defendant did not return the signed engagement letter.
12. The Plaintiff deferred filing the Notice of Appointment of Attorney pending return of the signed engagement letter.
13. The Plaintiff is entitled to interest at the rate of 15 % per annum from the date the debt was due being the 31st January 2019.

AND THE PLAINTIFF CLAIMS:

1. The sum of \$737.50 Cayman Islands Dollars.
2. Interest in the sum of \$20.00 Cayman Islands Dollars calculated at the prescribed rate from 28 February 2019 to date.
3. Fixed costs of \$500.00 Cayman Islands Dollars, alternatively costs to be assessed.


Quality Law Services

Plaintiff's address for service:

Quality Law Services
Suite 102 Cannon Place
North Sound Road
P.O. Box 712
Grand Cayman KY1-9006
Cayman Islands

Defendant's address for service:

CompuCay
69 Dr. Roy's Drive
P.O. Box 1416
George Town
Grand Cayman KY1-1110
Cayman Islands

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 default judgment may be entered against you.