

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 235 OF 2019

BETWEEN:



NELSON & COMPANY



AND:



LAVANIA OLIVIA HUME-EBANKS

DEFENDANT

PLAINT

TO THE DEFENDANT of Apartment 1, 107 Devon Road, PO Box 588, KY1-1107, Prospect, 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 fourteen (14) days after the 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 this 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 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.

Issued this 13th day of December 2019.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

THIS PLAINT is filed by Nelson & Co., Attorneys-at-Law, attorney for the Plaintiff, whose address for service is 31 The Strand, P.O. Box 2075, Grand Cayman KY1-1105 Cayman Islands.

Introduction

1. The Plaintiff is a law firm in the Cayman Islands located at 31 The Strand, 46 Canal Point Drive, PO Box 2075, Grand Cayman KY1-1105, Cayman Islands.
2. The Defendant is Lavania Olivia Hume-Ebanks of Apartment 1, 107 Devon Road, PO Box 588, KY1-1107, Prospect, Grand Cayman, Cayman Islands.
3. On the 14th day of October 2014 the Defendant engaged the services of the Plaintiff in connection with criminal charges brought against her in the summary court for theft and false accounting (SC04914/11).

The Engagement

4. The Defendant was provided with a retainer letter setting out the relevant terms upon the which the Plaintiff would be engaged to provide her with legal services. The letter was signed on behalf of the Plaintiff by Mr Steven Barrie, a Partner of the Plaintiff. On our about 14 October 2014 the Defendant signed the letter to confirm that she agreed and would be bound by the proposed terms.
5. Such terms included the following:
 - i. That Mr Dixey would be engaged as the primary attorney;
 - ii. That the Plaintiff's charge out rate for the matter will be CI\$378 per hour for the associates working on the matter;
 - iii. That the Plaintiff would charge the Defendant for out-of-pocket expenses and disbursements including such items as any overseas telephone and fax, photocopying and printing; and
 - iv. That the Defendant would pay to the Plaintiff an initial retainer of CI\$10,000.
6. Pursuant to the terms of engagement the Plaintiff rendered the following invoices for legal services and disbursements:
 - i. Invoice number 9397 dated 16 December 2013 in the sum of CI\$15,882.60;
 - ii. Invoice number 10210 dated 2 May in the sum of CI\$16,085.45; and
 - iii. Invoice number 10418 dated 8 July 2014 in the sum of CI\$1,436.10.
7. The total sum invoiced to the Defendant in the course of the engagement was CI\$33,404.15. Upon the rendering of each invoice the Plaintiff sent such invoices by email to the Defendant at the email address provided, that being lavania_1234@hotmail.com. All invoices became due and payable upon presentment.

THIS PLAINT is filed by Nelson & Co., Attorneys-at-Law, attorney for the Plaintiff, whose address for service is 31 The Strand, P.O. Box 2075, Grand Cayman KY1-1105 Cayman Islands.

8. To date the Defendant has paid CI\$9,968.56 towards the invoices leaving a balance due of CI\$23,435.59 (the "Debt"). Despite numerous requests the Defendant has failed to pay the Debt owing to the Plaintiff in breach of the terms of the engagement.
9. The Plaintiff is willing to accept the sum of CI\$20,000 in settlement of the Debt and therefore claims against the Defendant the sum of CI\$20,000 together with post-judgment interest and costs and relies upon s.34 of the Judicature Law (2007 Revision) and Judgment Debts (Rates of Interest) Rules 2012, as amended from time to time.

THE PLAINTIFF THEREFORE CLAIMS:

- (a) Judgment in the sum of CI\$ 20,000;
- (b) Post-Judgment interest upon the sums as set out in paragraphs (a) above with effect from the date of service of Judgment at the rate of $2\frac{3}{8}$ % per annum and/or such other rate then prevailing and/or determined by the Court in accordance with s.34 of the Judicature Law (2007 Revision) and the Judgment Debts (Rates of Interest) Rules 2012, as amended from time to time;
- (c) Costs; and
- (a) Such further and other relief as to this Honourable may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **CI\$20,000** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff.



Nelson & Company
Attorneys for the Plaintiff

Plaintiff's address for service:

31 The Strand,
46 Canal Point Drive,
PO Box 2075,
Grand Cayman
KY1-1105, Cayman Islands.

THIS PLAINT is filed by Nelson & Co., Attorneys-at-Law, attorney for the Plaintiff, whose address for service is 31 The Strand, P.O. Box 2075, Grand Cayman KY1-1105 Cayman Islands.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2019

BETWEEN:

NELSON & COMPANY

PLAINTIFF

AND:

LAVANIA OLIVIA HUME-EBANKS

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

YES

NO

3. If you do not intend to contest the action, do you want time in which to pay the claim?
(tick box)

YES

NO

4. If you 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.

Defendant's Signature

Dated this _____ day of 2019.

THIS PLAINT is filed by Nelson & Co., Attorneys-at-Law, attorney for the Plaintiff, whose address for service is 31 The Strand, P.O. Box 2075, Grand Cayman KY1-1105 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 delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.

THIS PLAINT is filed by Nelson & Co., Attorneys-at-Law, attorney for the Plaintiff, whose address for service is 31 The Strand, P.O. Box 2075, Grand Cayman KY1-1105 Cayman Islands.