

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 13 OF 2019

BETWEEN: QUALITY LAW SERVICES PLAINTIFF
AND: REMMIE ELBERT CAYASSO DEFENDANT



WRIT OF SUMMONS

THIS WRIT OF SUMMONS 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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 27th day of December 2019.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

5. It was at all times an express term of the Engagement Agreement (the "Agreement") between the Plaintiff and the Defendant that the Defendant would pay the sum of CI\$3,500.00 (the "Retainer") to the Plaintiff upon execution and return of the signed Agreement and the Defendant did pay the said Retainer. It was also a further express term that all work undertaken by the Plaintiff for the Defendant would be billed against the said Retainer in accordance with any expenses and/or fees, or other disbursements incurred by the Plaintiff on the Defendant's behalf. A copy of the Engagement Agreement is attached herewith and exhibited as "QLS-1".
6. The Agreement expressly stated, that a flat hourly fee for the services of the retained attorney at law assigned to his matter was a fee of CI\$350.00 and that the time spent on the matter would be billed in increments.
7. Further, the Agreement expressly stated, that in the event of and to the extent that an invoice produced by the Plaintiff on the behalf of the Defendant, exceeds the Retainer paid, such invoice should be paid within 14 days of the invoice date, and failure to make such payment within the specified time would then attract a 15% per annum interest charge applicable to the total invoice amount with interest accruing on any outstanding invoice balances.
8. The Defendant was at all times aware of the fees, the hourly rate and applicable increments and that he would receive monthly and or periodic invoice statements.
9. The Defendant was at all times knowledgeable of the processing of his matter through the Plaintiffs office as the Plaintiff would provide email and phone call updates to the Defendant and/or his agent periodically as evidenced in email and phone correspondence between the parties.
10. Following the Labour Tribunal's assessment of the Defendant's complaint and the Plaintiff's persistent communication with the Labour Tribunal, a tribunal hearing date was eventually set for 16 September 2019.

11. On 16 September 2019, the initial hearing date, the matter was adjourned following an application of same date by opposing counsel on the grounds that the former employer required time to obtain material evidence from a primary witness. In the best interests of the Defendant's case and in a conciliatory manner, the proceedings were adjourned to 30 October 2019.
12. Through Whatsapp/phone correspondence dated 23 October 2019 and 26 October 2019 respectively, days before the 30 October hearing date, the Plaintiff updated the Defendants agent on the work being done to prepare for the case and consequently informed the Defendant through its agent of the invoice due for works done before and for the September period. A copy of the said Whatsapp/phone correspondence is attached herewith and exhibited as "QLS-2" and "QLS-3".
13. The Plaintiff at all material times undertook work under the Defendants instructions; prepared and readied bundles for hearings, received fresh instructions from the Defendant and his agent, received fresh evidence from the opposing party for and on behalf of the Defendant and continued to build the Defendant's case in preparation for the 30 October hearing as the Plaintiff believed the Defendant had a real prospect of success.
14. The Defendant and or his agent at all times thereafter, failed, refused and/or neglected to acknowledge or make payment in full and/or propose a reasonable plan to settle his account within a reasonable timeframe.
15. Thereafter, on or around the 30 October 2019 the Plaintiff and the Defendant attended the second Labour Tribunal hearing date whereby all parties were present but for the Chairman of the board. As a result of the Chairman's absence, a quorum could not be formed to hear the matter and the Labour Tribunal declared that matter was adjourned.
16. By way of email dated the 18 November 2019, the Plaintiffs service as the Defendant's attorney was severed by the Defendant by way of email and of same date, new counsel for the Defendant contacted the Plaintiff to inform they have been retained. A copy of the said emails are attached herewith and exhibited as "QLS-4" and "QLS-5". Prior to

receiving notice that the Plaintiff's service would no longer be required, the Plaintiff, in good faith and on the instructions of the Defendant and/or his agent, provided a complete set of the hearing bundle and other documentation requested in bad faith by the Defendant's agent.

17. The Defendant through his agent proceeded with an onslaught of the Plaintiff by way of email dated the 19 November 2019, attempting to blame and bully the Plaintiff for allowing the adjournments of the tribunal hearings so as to allegedly become enriched, citing that as one, amongst other unfounded and maliciously alleged reasons for his severing the Agreement between the parties. A copy of this email is attached herewith and exhibited as "QLS-6".
18. By way of letters dated 19 of November 2019 and 6 December 2019 respectively, the Plaintiff subsequently issued a formal demand on the Defendant for the full and total amount of CI\$23,637.50 owing to the Plaintiff, (the "Formal Demand") with the attached invoice. The invoice is and was and at all times a reflection all the work undertaken and completed by the Plaintiff, including a cumulative previous statement of September of CI\$11,000.00 as aforementioned in paragraph 12, together being the total and full cost to prepare the Defendants case. A copy of the Letters with attached invoice is attached herewith and exhibited as "QLS-7 and QLS-8".
19. In the abovementioned Formal Demand dated the 19 November 2019, the Plaintiff attempted to clarify issues that were expressed by the Defendants agent whilst imploring the Defendant to settle the outstanding invoice, moreover communicating to the Defendant the desire to settle the matter amicably. The Formal Demand dated 6 December 2019 required the Defendant to make full payment and or alternatively for the Defendant to propose a payment plan within 7 days from the date of the last letter.
20. At all times thereafter, the Defendant in breach of contract, failed refused and/or neglected to make payment and further failed to respond to either of the Plaintiff's Formal Demand and/or the Plaintiff's email of 26 November 2019 exhibited hereto as

“QLS-9”. And the Defendant failed to provide details of his reason for refusing to pay his debt to the Plaintiff.

21. The Defendant in his correspondence has not denied the debt owed to the Plaintiff, but has communicated that he will not pay the full amount, despite even acknowledging receiving the full benefits of the services rendered by the Claimant. The Defendant expressly stated:

“In all of the circumstances I am not prepared to make payment of Invoices 90 and 97 in the sum currently claimed of CI\$25,205.00. Albeit, I would be willing to continue to make monthly payments of invoice 78 (attached), which now has a balance of CI\$1,862.50 as final settlement”. A copy of the said Letter is attached herewith and exhibited as “QLS-10”.

22. Further and alternatively to the breach of the Agreement, and at all material times, the Defendant owed the Plaintiff an expressed and/or implied duty to be honest, supplying the Plaintiff with full and frank disclosure. The Defendant is in full breach of paragraph 2 of the term of the Agreement, that:

“The Client shall be: truthful with the Firm; co-operate with the Firm; keep the Firm informed of developments in respect of the Matter that may affect the performance of the Firm’s duties hereunder.”

23. At all times in relaying information to the Plaintiff’s counsel, the Defendant predicated its case on the adverse effect of nepotism within its place of employment, which it expressed at all times to the Plaintiff was the reason he was unfairly dismissed. The Defendant, in his instructions and dealings with the Plaintiff mislead the Plaintiff by withholding and not disclosing material facts about the alleged unfair dismissal by its employer.

24. The Defendant failed to inform the Plaintiff counsel, that he is related to the main witness Gerson Henriquez Jr. who is the Defendants cousin and further failed to disclose his relationship with another witness Liza MacLang, whereby Ms. MacLang is the godmother of the Defendant’s son – a fact which the Plaintiff only became aware of in

late October 2019. At all times the Defendant deliberately concealed the truth from the Plaintiff, so as to build a case founded upon nepotism when in fact, nepotism and discrimination was far from the truth.

25. The Plaintiff discovered this truth approximately three (3) days before the 30 October hearing and upon receiving witness statements from the defending employee company. This new information completely changed the scope of the Plaintiffs preparation and caused the Plaintiff attorney to completely abort the original case prepared and reestablish fresh grounds to support the Defendant's position.
26. The Plaintiff would have discontinued its service to the Defendant with this stark breach of the implied and expressed term of the Agreement, but for the fact that the Plaintiff had significantly prepared for the hearing up to that point as the Plaintiff.
27. As a result of the Defendant's breach of contract herein mentioned as set out above, the Plaintiff has suffered loss and damage and has been deprived of legal fees earned.
28. The Defendant failed, refused and/or neglected to make any payment either in full and/or on interest or costs at the expiration of the Formal Demands and/or any at all. The Defendant continue to be in breach of the Agreement.
29. Further the Plaintiff claims interest pursuant to the Agreement at the rate of 15 % per annum from the date the debt was due being the 30 November 2019.

AND THE PLAINTIFF CLAIMS:

1. Recovery of the sum of \$23, 337.50 Cayman Islands Dollars. Alternatively, such sums that is deemed fair and equitable.
2. Damages for breach of contract.
3. Interest pursuant to the Agreement calculated at the prescribed rate from 30 November 2019 to date.

4. Fixed costs of \$500.00 Cayman Islands Dollars, alternatively costs to be assessed.
5. Such further and other relief as this Honourable Court deems just.

Quality Law Services

Quality Law Services
Attorneys-at-Law

TO: The Clerk of the Clerk

AND TO: Remie Elbert Cayasso
7 Townhall Courts
Townhall Rd., West Bay
Grand Cayman
Cayman Islands

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:

Remmie Elbert Cayasso
7 Townhall Courts
Townhall Rd., West Bay
Grand Cayman
Cayman Islands

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

NOTES FOR GUIDANCE

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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.