



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 88 OF 2020

BETWEEN: KSG ATTORNEYS LTD

PLAINTIFF

AND: ANDREW MCLAUGHLIN

DEFENDANT

PLAINT

To: Andrew McLaughlin
104 Ocean Club
Shamrock Road
Spotts
Grand Cayman



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, P.O. Box 495, George Town, Grand Cayman, 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 *Acknowledgment of Service* form.

IF YOU FAIL to satisfy the claim or fail 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 28th day July 2020

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is a company registered in the Cayman Islands under the Companies Law carrying on business in the Cayman Islands under the name KSG Attorneys Ltd, a firm of attorneys recognised under the Legal Practitioners (Incorporated Practice) Regulations.
2. On 6 September 2019 the Defendant signed an engagement letter as supplemented by the Plaintiff's Terms and Conditions for the Provision of Legal Services formed the written contract between the parties ("the Agreement").
3. It was a term of the Agreement that the Defendant would pay to the Plaintiff legal fees for services rendered and expenses incurred by the Plaintiff under the Agreement. It was further agreed that the Plaintiff would submit invoices to the Defendant which are payable within thirty (30) days from the date of the invoice.
4. Pursuant to the Agreement, the Plaintiff submitted invoices totaling CI\$2,810.00 to the Defendant as follows:

Invoice 2842 dated 8 August 2019	CI\$225.00
Invoice 3674 dated 18 December 2019	CI\$2,585.00
5. The Defendant has made payments to the Plaintiff totaling CI\$1,715.50 on account of the Plaintiff's invoices, as follows:

November 2019	CI\$223.76
December 2020	CI\$1,491.74
6. Despite repeated requests for payment, and in breach of the Agreement the Defendant has failed or refused to pay the balance of the sums owing totaling CI\$1,094.50 which remains due and owing to the Plaintiff.
7. It was a further term of the Agreement as specified at paragraph 15 of the Plaintiff's Terms and Conditions for the Provision of Legal Services that the plaintiff is entitled to charge interest at the rate of 12% per annum, from the date of the invoice to the date of payment.
8. The Plaintiff also claims interest on the said sum of CI\$1,094.50 from 18 December 2019 to date.

STATEMENT REGARDING INTEREST

9. The Plaintiff seeks pre and post judgment interest from the date that the said sum became due at the rate of 12% per annum on sum due and owing until payment and in accordance with the provisions of the Judicature Law (2017

Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.

10. Interest is claimed from the 18 December 2019 being from the date of the last payment made to the account.
11. The amount of interest owing at date of issue of this Plaint is CI\$80.24.
12. The amount of interest accruing each day following the issue of this Plaint is CI\$0.36.

AND THE PLAINTIFF CLAIMS:

13. The said sum of CI\$1,094.50
14. Pre and post judgment Interest on the said sum in accordance with the terms of the agreement and the Judicature Law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
15. Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service.

If within the time for returning Acknowledgement of Service the Defendant pays to the Plaintiff the total amount claimed of CI\$1,094.50 (together with interest and costs of CI\$500.00) all further proceedings will be stayed.

Dated this 28th day of July 2020



KSG
Attorneys for the Plaintiff

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2020

BETWEEN: KSG ATTORNEYS LTD PLAINTIFF
AND: ANDREW MCLAUGHLIN 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 defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of , 2020

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraph 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 Courts Office, PO Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

This **PLAINT** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 4th Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: LC/1084)