

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC__1__OF 2021

BETWEEN:

Chatterbox Limited

Plaintiff

AND:

Joanna Conolly

Defendant

PLAINT

To the Defendant

PO Box 22
Grand Cayman KY1-1301
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 Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 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 any further notice to you.

Issued this 22nd day of December 2020

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(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)

1 Overview and basis of claim

- 1.1 The Plaintiff entered into a contract with the Defendant on the 13 May 2019 pursuant to which the Defendant agreed to pay the Plaintiff as identified below, in return for which the Plaintiff would provide speech therapy sessions for the Defendants son who is called Vernon.
- 1.2 Those payments were due to be made by the Plaintiff to the Defendant. The Defendant claimed insurance from her Employers Health Insurance provider Generali who paid 80% of the Standard Health Insurance Fees (www.dhrs.ky). It is accepted that Generali made all the payments due from them.
- 1.3 The Defendant failed to make the copayments or any of the sum[s] (except for CI\$1 paid on 17/09/2020, with no explanation) due to the Plaintiff from the Defendant as opposed to Generali in accordance with the Defendants obligations under the contract with the Plaintiff.
- 1.4 Accordingly, our client now seeks settlement of all sum[s] due to it, from the Defendant together with any applicable interest.

2 Identity of the parties

- 2.1 The parties to this dispute are the Plaintiff, Chatterbox Limited and Joanne Conolly the Defendant.

3 Relevant facts

- 3.1 The Defendants son Vernon was accepted for speech and language therapy with Alexa Berger of Chatterbox Limited at which time the Defendant signed the Plaintiffs **Payment Policy** acknowledging her responsibility for any copays or amounts not covered by her insurance policy. By signing the Payment Policy the Defendant agreed to pay a \$25 interest charge which would be added to all 30 days past due accounts. She also agreed to pay any legal fees, which may be incurred as a result of the collection process.
- 3.2 As noted above, on 13 May 2019 the Defendant entered into a Payment Plan with the Plaintiff (the 'Agreement').
- 3.3 Under the terms of the Agreement, the Plaintiff agreed to provide speech therapy sessions for Vernon as requested by CTMH in return for which the Defendant agreed to pay the copay portion of her Employers Insurance Plan with Generali.
- 3.4 In accordance with the terms of the Agreement, the Plaintiff provided the speech therapy sessions from 13th May 2019 to 31st January 2020. Generali paid their portion of the speech therapy sessions but the Defendant did not pay the copay portion.

3.5 During the course of the Agreement and pursuant to its terms, the Plaintiff rendered various invoices to the Defendant in respect of the services supplied, as described above. However, Defendant's 20% portion of those invoices remains unpaid. Details of the unpaid invoices rendered are set out below, together with details of funds received. The necessary evidence will be adduced at the hearing of this matter.

4 The Plaintiffs claim—the debt due from the Defendant

4.1 The table below sets out the invoices that the Plaintiff has sent to the Defendant which remain unpaid, the payments received in response, as well as the sum total outstanding and due to the Defendant:

Date	Type	No.	Due date	Paid	Balance	Total	Status	Notes:
	Interest				25.00	25.00	overdue	Interest charged due to non-payment
17/09/2020	Payment	Online/195000	17/09/2020		0.00	-1.00	applied	Test payment?
19/03/2020	Payment	BB#03073234/336516	19/03/2020		0.00	-48.49	applied	(USD \$59.13 = KYD \$48.49) Payout for claim: 4578699
13/01/2020	Payment	BB#03070291/648194	13/01/2020		0.00	-581.84	applied	(USD \$709.56 = KYD \$581.84) Payout for claim: 4498617-4492280
17/12/2019	Invoice	5990	17/12/2019	0.00	130.00	130.00	overdue	Cannot claim as Pre-authorization letter was rescinded and the number of sessions exceed the 25 allowable sessions for the year
26/11/2019	Invoice	5989	26/11/2019	0.00	130.00	130.00	overdue	
25/11/2019	Invoice	5988	25/11/2019	0.00	130.00	130.00	overdue	
19/11/2019	Invoice	5334	19/11/2019	0.00	130.00	130.00	overdue	
18/11/2019	Invoice	5333	18/11/2019	0.00	130.00	130.00	overdue	
05/11/2019	Invoice	5332	05/11/2019	48.49	81.51	130.00	overdue	
23/09/2019	Invoice	4908	23/09/2019	48.49	81.51	130.00	overdue	Claimed on 28/11/19 Claim: 4466498
17/09/2019	Invoice	4999	17/09/2019	48.49	81.51	130.00	overdue	
16/09/2019	Invoice	5005	16/09/2019	48.49	81.51	130.00	overdue	
10/09/2019	Invoice	4815	01/10/2019	48.49	81.51	130.00	overdue	
09/09/2019	Invoice	4814	01/10/2019	48.49	61.51	110.00	overdue	
03/09/2019	Invoice	4668	03/09/2019	48.49	81.51	130.00	overdue	
30/08/2019	Payment	BB#03064732/223122	30/08/2019		0.00	-496.87	applied	(USD \$606.94 = KYD \$496.87) Payout for claim: 4315609-4315784
26/08/2019	Invoice	4646	01/09/2019	48.49	81.51	130.00	overdue	Claimed on 28/11/19 Claim: 4466498
22/08/2019	Invoice	4565	01/09/2019	48.48	81.52	130.00	overdue	
19/08/2019	Invoice	4564	01/09/2019	48.48	81.52	130.00	overdue	
12/08/2019	Invoice	4508	01/09/2019	48.48	81.52	130.00	overdue	
01/08/2019	Invoice	4445	01/08/2019	48.48	81.52	130.00	overdue	
18/07/2019	Invoice	4333	01/08/2019	48.48	81.52	130.00	overdue	
11/07/2019	Invoice	4332	01/08/2019	48.48	81.52	130.00	overdue	Claimed on 28/11/19 Claim: 4466498 (as 01/08/19)
08/07/2019	Invoice	4331	01/08/2019	48.49	81.51	130.00	overdue	
03/07/2019	Invoice	4179	01/08/2019	48.48	81.52	130.00	overdue	
27/06/2019	Invoice	4103	01/07/2019	48.49	61.51	110.00	overdue	
17/06/2019	Invoice	3956	01/07/2019	48.49	61.51	110.00	overdue	
13/06/2019	Invoice	3955	01/07/2019	48.49	61.51	110.00	overdue	
06/06/2019	Invoice	3858	01/07/2019	48.49	61.51	110.00	overdue	Claim: 4315609-4315784
03/06/2019	Invoice	3857	01/07/2019	48.49	61.51	110.00	overdue	

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27/05/2019	Invoice	3855	01/06/2019	48.49	61.51	110.00	overdue		
24/05/2019	Invoice	3854	01/06/2019	12.00	98.00	110.00	overdue		
13/05/2019	Invoice	3496	01/06/2019	1.00	109.00	110.00	overdue		
				Total:	1128.20	2,596.80	2,596.80		

5 Evidence

5.1 At the hearing of this matter the Plaintiff will adduce in evidence the following documents:

5.1.1 the Agreement

5.1.2 Spreadsheet of payments received and outstanding

5.1.3 E-Mails dated between blank date and blank date

5.1.4 Letter before Action dated

5.1.5 Affidavit of Service of the letter of demand sworn to by the Security Centre

5.1.6 Sundry emails and communications between the parties

6 Payment due now

6.1 The following sums are due from the Defendant:

6.1.1 total unpaid invoices: CI\$2,596.80

6.1.2 interest up to the date of this letter, in the sum of CI\$ 25. In the event that payment is not received, any relevant interest shall continue to accrue.

6.1.3 CI\$1000 legal fees and Service charge

7 The Defendant is in breach of the Agreement and should pay the sum due forthwith together with costs,

AND the Plaintiff claims:

(1) The sum of CI\$2,596.80

(2) Interest in the sum of calculated at the prescribed rate from 24th December 2009 to date.

(3) Interest to continue until this matter is settled.

(4) Fixed costs of CI\$1,000.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

P.O Box 31271

Grand Cayman KY1-1206

Cayman Islands

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF 20__

BETWEEN:

Chatterbox Limited

Plaintiff

AND:

Joanne Conolly

Defendant

ACKNOWLEDGEMENT 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.

Defendant's Signature

DATED this day of , 2020

See Overleaf

PARTICULARS OF DEFENCE

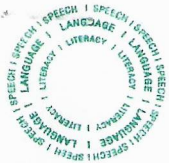
(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

COUNTERCLAIM

AND the Defendant claims:

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.



CHATTERBOX

SPEECH AND LANGUAGE THERAPY

SPEECH | LANGUAGE | LITERACY

CONSENT FOR EVALUATION/THERAPY

I, Joanne Conolly

Parent/Guardian of

Vernon Oliver Conolly

give my consent for:

- a speech and/or language evaluation.
- speech and language therapy, as appropriate, following assessment.
- reports to be circulated to relevant medical professionals and educators.
- video/audio recording and photographs (if appropriate) for use with specific therapy programmes and monitoring progress.

I also understand that cancellations made less than 24 hours in advance and missed appointments will incur a 100% cost of therapy session charge.

Signed:

Joanne Conolly

Date:

13 May 2019

BUILDING SPEECH, LANGUAGE AND LITERACY SKILLS

#15 Pasadora Place, Smith Road | PO Box 31271 | Grand Cayman KY1-1206 | CAYMAN ISLANDS
Phone: (345)926 1693 | chatterbox@candw.ky | www.chatterboxcayman.com

I AGREE TO THE FINANCIAL POLICIES AND CANCELLATION PROCEDURES OF CHATTERBOX AS STATED ABOVE.

Mandy
SIGNATURE OF PARENT/GUARDIAN/CAREGIVER

13 May 2019
DATE

BUILDING SPEECH, LANGUAGE AND LITERACY SKILLS

#15 Pasadora Place, Smith Road | PO Box 31271 | Grand Cayman KY1-1206 | CAYMAN ISLANDS
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Vernon Conolly: Account Summary 17/09/2020

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