

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS**

Cause No. SC      OF 2021

**BETWEEN:**

**McGRATH TONNER (a firm)**

Plaintiff

**AND**

**MARCELLA ETA HENDRICKS**

Defendant

**PLAINT**



**To the Defendant:**

**Marcella Eta Hendricks  
88 Rockshire Drive  
Spotts  
PO Box 1323 GT  
Grand Cayman KY1-1108**

**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                      day of March 2021

**See overleaf for particulars of the Plaintiff's claim.**

## PARTICULARS OF CLAIM

1. The Plaintiff is a firm of attorneys that provides legal services.
2. The Defendant engaged the Plaintiff to represent her interests in a claim for damages for personal injury. The said engagement is evidenced by an Attorney-Client Contract dated and signed on 22<sup>nd</sup> February 2019 and subject to the terms therein (the 'contract'). A copy of the said contract is attached and appended to this Plaintiff.
3. The said engagement has come to an end.
4. By the express terms of the contract the Defendant is liable to pay to the Plaintiff the firms' legal fees, costs and expenses as per clauses 4, 5, 6, 9 and 13.
5. The Defendant has failed to respond to,
  - a. A letter dated 13<sup>th</sup> January 2021 sent by registered domestic post through the Cayman Islands postal service and signed for as collected on or about 19<sup>th</sup> January 2021. This letter (a copy of which is attached and appended to this Plaintiff) invited the Defendant to confirm her instructions and attached a Fee Note for the professional charges to date; and or
  - b. A letter of demand dated 23<sup>rd</sup> February 2021 (a copy of which is attached and appended to this Plaintiff) personally served on the Defendant on 25<sup>th</sup> February 2021 as evidenced by an Affidavit of Service sworn on 4<sup>th</sup> March 2021. The said letter of demand attached updating fee notes then totalling CI\$6,736.90 and required the Defendant to make contact within 7 days. She has not done so.
6. The Plaintiff is entitled to and claims the sum of CI\$7,213.90 now due and owing (for the avoidance of doubt this includes the issue fee of CI\$25 plus CI\$2 bank charge for the issue of this Plaintiff).
7. Pursuant to clause 6 of the said contract the Plaintiff is entitled to and hereby claims interest at 1% of the sum outstanding and due commencing from the date this Plaintiff is issued and at the rate of CI\$72.14 per calendar month continuing from month to month until judgment or sooner payment.

### **AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:**

1. Payment of the said sum of CI\$7,213.90
2. Interest as aforesaid continuing until judgment or sooner payment

3. Fixed costs, alternatively costs to be assessed.

Dated this 15<sup>th</sup> March 2021

McGrath Tonner

**McGRATH TONNER**  
The Plaintiff herein.

**TO:** The Clerk of the Court

**AND TO:** The Defendant

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS**

Cause No. SC      OF 2021

**BETWEEN:**

**McGRATH TONNER (a firm)**

Plaintiff

**AND**

**MARCELLA ETA HENDRICKS**

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 defence overleaf.

**Service of the Plaint is acknowledged accordingly.**

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**Defendant's Signature**

Dated this                      day of                      2021

**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)

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**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 a default judgment may be entered against you.

**ATTORNEY-CLIENT CONTRACT**

This Attorney-Client Contract is made between **Marcella Hendricks** ("the Client") and McGrath Tonner ("the Firm").

**1. CONDITIONS**

Subject to Clause 12 herein, this Contract will not take effect, and the Firm will have no obligation to provide legal services, until the Client returns a signed copy of this Contract and pays the deposit called for under Clause 3.

**2. SCOPE AND DUTIES**

The Client wishes to privately instruct the Firm to provide legal services with regard to a claim for damages against The Ritz Carlton, following an accident 26 December 2018. The Firm shall provide those legal services reasonably required to represent the Client, and shall take reasonable steps to keep the Client informed of progress and to respond to the Client's inquiries. A principal attorney(s) will be assigned by the Firm. The Client shall be truthful with the attorney(s), cooperate with the attorney(s), keep the attorney(s) informed of developments, abide by this Contract, pay the Firm's invoices on time and keep the Firm advised of the Client's address, telephone number and whereabouts.

**3. DEPOSIT**

The Client shall pay the sum of **KYD\$0.00** to the Firm for the carrying out of legal services as set out at Clause 2. This sum will be held in trust to the client's on-going account. The deposit is payment made to secure representation and does not reflect the total cost of attorney's fees. It is important to note that due to the nature of certain cases it is likely that fees incurred may exceed the retainer requested. The Client may pay the retainer by cash, a Cayman Islands' bank draft, local cheque or by wire transfer. The wire transfer instructions are attached to the end of this contract.

The Client hereby authorises the Firm to withdraw sums from the trust account to pay unpaid costs, expenses and/or fees the Client incurs. Any unused deposit at the conclusion of the Firm's services will be refunded. In the event that the sum deposited has been, or is likely to become exhausted, the Client shall at the written request of the Firm deposit such additional

sum or sums as the Firm shall require. Should the Client fail to make such deposit, then the provisions of Clause 8 hereof shall take effect.

**4. LEGAL FEES**

The Firm's fees shall be such sums as represent a fair and reasonable fee to both the Firm and to the Client having regards to:

- (a) The complexity of the matter or the difficulty or the novelty of the questions raised;
- (b) The skill, labour and specialised knowledge and responsibilities involved;
- (c) The time spent on the business;
- (d) The number and importance of the documents prepared or perused without regard to length;
- (e) The place where and the circumstances in which the business or any part thereof is transacted;
- (f) The time at which services are provided and in particular where services are provided outside normal business hours;
- (g) The amount or value of any money or property involved;
- (h) The importance of the matter to the client.

One of the factors involved in the calculation of a fair and reasonable fee is time spent. As a guide, under this head the firm's standard charge out rates for attorneys are:

	<u>KYD</u>	<u>USD</u>
Managing Partner	\$600	\$731.71
Partner	\$550	\$670.73
Attorney more than 10 years call	\$450	\$548.78
Attorney between 5 and 10 years call	\$425	\$518.29
Attorney less than 5 years call	\$375	\$457.31
Articled Clerk	\$200	\$243.90
Para-legal	\$200	\$243.90

On 1st January next, and on each 1st January thereafter until the conclusion of the Firm's services, the prevailing hourly rates will be reviewed and the Firm reserves the right for any increased rates.

The Firm charges in minimum units of 0.1 hours.

**5. COSTS AND EXPENSES**

In addition to paying legal fees, the Client shall reimburse the Firm for all costs and expenses incurred by the Firm, including, but not limited to, senior counsel's fees, process servers' fees, fees fixed by law or assessed by Courts or other agencies, Court Reporters' fees, telecopier/fax communications, telephone calls, courier charges, messenger and other delivery fees, postage, in-office photocopying, laser printing, investigation expenses, consultants' fees, expert witness fees and other similar items. The Client authorises the Firm to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in the Firm's judgment, unless one or both of the clauses below are initiated by the Client and the representative of the Firm.

- The Firm shall obtain the Client's consent before incurring any cost in excess of CI\$400.00/US\$500.00.
- The Firm shall obtain the Client's consent before retaining outside investigators, consultants, or expert witnesses.

**6. INVOICES, STATEMENTS AND INTEREST ON OVERDUE AMOUNTS**

The Firm shall send the Client periodic invoices for fees and costs incurred. The Client shall pay the Firm's invoices immediately upon receipt. Statements of account will normally be provided to the Client at the end of each calendar month but upon the Client's request, the Firm will provide an interim statement within 10 days. If amounts due to the Firm remain unpaid for a period of at least 30 days after the statement date, the Firm reserves the right to add interest at a rate of 1.0% per month to all overdue amounts.

**7. ASSIGNMENT WHERE INVOICES NOT SETTLED**

The Client hereby agrees to assign his right, interest, benefit and advantage in the financial provision and orders in the proceedings (or settlement if a matter concludes before proceedings are commenced) to the Firm.

“Financial provision” means any property or money recovered or payable to the Client as a result of the action including lump sum orders, lump sum orders paid in installments, property transfer orders, or sums paid pursuant to any settlement agreement.

In consideration of legal services provided and to be provided the Client as beneficial owner assigns unto the Firm that part of his right, interest, benefit and advantage in the financial provision and costs orders and interest thereon as will settle any lawful claim for payment of invoices rendered together with interest thereon that the Firm may make against him.

The Client hereby agrees that any lump sum payments or settlement figures shall be made payable to the Firm and that the Firm shall have the right to deduct from such figures, any sums outstanding to the Firm.

**8. LIEN**

The Client hereby grants the Firm a lien on any and all claims or causes of action that are the subject of the Firm’s representation under this Contract. The Firm’s lien will be for any sums due and owing to the Firm at the conclusion of the Firm’s services. The lien will attach to any recovery the Client may obtain, whether by arbitration award, judgment, settlement or otherwise.

**9. DISCHARGE AND WITHDRAWAL**

The Client may discharge the Firm at any time. The Firm may withdraw with the Client's consent or for good cause. Good cause includes the Client's breach of this Contract, including non-payment of fees, the Client's refusal to cooperate with the Attorneys or any other fact or circumstance that would render the Firm's continuing representation unlawful or unethical.

**10. CONCLUSION OF SERVICES**

When the Firm’s services conclude, all unpaid charges shall become immediately due and payable. After the Firm’s services conclude and upon payment of all outstanding fees, the Firm will, upon the Client's request, deliver to the Client all documents and other material loaned by the Client to the Firm for the purpose of that matter, along with any Client funds or property in the Firm’s possession.

**11. RETENTION/DESTRUCTION OF FILES**

Upon the completion of the work concerned, the Firm, unless agreed otherwise, will retain the Client's file with all documents and materials for a minimum of three (3) years and then the Firm may destroy such files, documents and materials without further reference to the Client.

**12. DISCLAIMER OF GUARANTEE**

Nothing in this Contract and nothing in the Firm's statements to the Client will be construed as a promise or guarantee about the outcome of the Client's matter. The Firm makes no such promises or guarantees. Comments about the outcome of the Client's matter are expressions of opinion only of the principal attorney(s).

**13. EFFECTIVE DATE**

This Contract will take effect when the Client has performed the conditions stated in Clause 1, but its effective date will be retroactive to the date the Firm first provided services. The date at the end of this Contract is for reference only. Even if this Contract does not take effect, the Client will be obligated to pay the Firm the reasonable value of any services the Firm may have performed for the Client.

**14. JURISDICTION AND VENUE**

All rights and obligations as between the Client (including any third party beneficiary) and the Firm shall be governed by and construed solely in accordance with the Laws of the Cayman Islands, without giving effect to principles of choice or conflict of law. And any cause of action, howsoever arising, between any of the parties as aforesaid shall be subject to the sole jurisdiction and venue of the Cayman Islands Court.

**15. COUNTERPARTS**

This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

"The Client"

"The Firm"



**Marcella Hendricks**



**McGrath Tonner**

Dated this 22<sup>nd</sup> day of February 2019

**WIRES – INCOMING INSTRUCTIONS**

Highlighted sections MUST be included in wire instructions when sending funds

**U. S. DOLLARS**

Correspondent bank: **The Bank of New York Mellon, NY**  
**SWIFT BIC Code: IRVTUS3N**  
**Aba No.: 021 000 018**

Beneficiary Bank: Butterfield Bank (Cayman) Limited, Grand Cayman

SWIFT BIC Code: BNTBKYKY  
Account: 803 326 5086

For final credit: **McGrath Tonner**  
**[8401553310042]**

**Canadian Dollars (CAD)**

Citibank NA Canadian branch  
123 Front Street West  
Suite 1900 Toronto  
Ontario M5J 2M3, Canada  
Swift Code: CITICATTBCH, Bank Number: 328, Branch Number: 20012  
For credit to account of Cayman National Bank A/C # 2014031002 SWIFT: CNATKYKY  
For further credit to: McGrath Tonner, A/c #012-27875

**Sterling (Pounds)**

Citibank, London  
P. O. Box 78, 3336 Strand  
London, WC2R 1HB, England UK  
Swift: CITIGB2L  
Sort Code: 185008  
IBAN No. GB54CIT118500808924309  
For credit to Cayman National Bank Ltd A/C No. 8924309 SWIFT: CNATKYKY  
For further credit to: McGrath Tonner A/c # 012-27875

# McGRATH TONNER

CAYMAN ISLANDS LAW

13 January 2021

By Registered Post

Writer's email:

[pjoshi@mcgrathtonner.com](mailto:pjoshi@mcgrathtonner.com)

**Marcella Eta Hendricks**  
**88 Rockshire Drive**  
**Spotts**  
**PO Box 1323 GT**  
**Grand Cayman KY1-1108**

Dear Ms Hendricks,

**Re: Our file Ref. 14427-001 – Your claim against the Ritz Carlton**

We hope and trust that you are well.

We have tried to contact you several times by telephone on 321-9657 since the end of October 2020 and have left voicemails when the calls were not answered. We also called your daughter on 916-6622 as an alternative and spoke to her most recently on 7<sup>th</sup> and 8<sup>th</sup> January 2021 when she indicated that she would pass messages on to you but also that you no longer wish to proceed with your claim against your former employers arising out of this accident at work.

Please confirm that you have received those messages. Most importantly, please also confirm whether indeed you no longer wish to proceed with this claim.

In the event that you want this claim to cease, we hasten to remind you that under the terms of the Attorney-Client Contract that you signed on 22<sup>nd</sup> February 2019 you will still owe this firm its fees for the work done to date.

We attach here and serve on you with this letter an invoice of today's date, but which does not include the most recent work done in your matter.

# McGRATH TONNER

CAYMAN ISLANDS LAW

You will see that the work done so far exceeds CI\$5,565 and if you do not wish to continue with your claims, we ask for this and the additional work (totalling a further approximately CI\$495) to be settled forthwith or for your reasonable proposals for settlement.

The writer has conduct of your file at this time and can be contacted in writing by email (the email address is at the top of this letter) or by telephone on the general contact numbers in the footer to this letter.

We look forward to hearing from you at the earliest.

Kindly acknowledge receipt of this letter in any case.

Yours faithfully,



**McGrath Tonner**

# McGRATH TONNER

CAYMAN ISLANDS LAW

5th Floor  
Genesis Building  
Genesis Close  
PO Box 446  
Grand Cayman  
KY1-1106  
Cayman Islands

Date: 13/01/2021

Marcella Hendricks  
PO Box 1323  
88 Rockshire Drive  
Spotts, KY1-1108

File #: 14427-001  
Fee Note #: 32585

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Fall at work

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**PROFESSIONAL CHARGES for work performed in relation to the above matter.**

Date	Details	Hours	Rate	Amount
22/02/2019	GG Original Timekeeper - Michael Waugh, Meeting with client - discussing claim, circumstances, claim strategy and procedure	1.50	\$425.00	\$637.50
08/03/2019	GG Original Timekeeper - Michael Waugh, Correspondence to Ritz Carlton	0.10	\$425.00	\$42.50
08/03/2019	GG Original Timekeeper - Michael Waugh, Correspondence to Ritz Carlton - confirming appointment by client	0.10	\$425.00	\$42.50
08/03/2019	GG Original Timekeeper - Michael Waugh, Telephone call with client - providing update	0.10	\$425.00	\$42.50
09/03/2019	GG Original Timekeeper - Michael Waugh, Correspondence from Ritz Carlton	0.10	\$425.00	\$42.50
11/03/2019	GG Original Timekeeper - Michael Waugh, Drafting Letter Before Action	1.50	\$425.00	\$637.50
19/03/2019	GG Original Timekeeper - Michael Waugh, Drafting - finalizing LBA	0.20	\$425.00	\$85.00
19/03/2019	GG Original Timekeeper - Michael Waugh, Correspondence to Ritz Carlton - serving LBA	0.10	\$425.00	\$42.50
04/04/2019	GG Original Timekeeper - Michael Waugh, Correspondence from defendant insurer re interim payment	0.10	\$425.00	\$42.50
08/04/2019	GG Original Timekeeper - Michael Waugh, Review of further sick note from client	0.10	\$425.00	\$42.50

08/04/2019	GG	Original Timekeeper - Michael Waugh, Correspondence from ICWI	0.10	\$425.00	\$42.50
15/04/2019	GG	Original Timekeeper - Michael Waugh, Correspondence to Loss Adjuster	0.10	\$425.00	\$42.50
17/04/2019	GG	Original Timekeeper - Sue-Helen McConnell, Client meeting	1.00	\$425.00	\$425.00
03/05/2019	GG	Original Timekeeper - Sue-Helen McConnell, Email correspondence from Bluepoint	0.10	\$425.00	\$42.50
03/05/2019	GG	Original Timekeeper - Sue-Helen McConnell, Email to Bluepoint requesting CCTV	0.10	\$425.00	\$42.50
03/05/2019	GG	Original Timekeeper - Sue-Helen McConnell, Review file and consider what evidence is needed/ issues in matter	0.90	\$425.00	\$382.50
06/05/2019	GG	Original Timekeeper - Sue-Helen McConnell, Email from Bluepoint	0.10	\$425.00	\$42.50
17/05/2019	GG	Original Timekeeper - Sue-Helen McConnell, Client meeting	0.50	\$425.00	\$212.50
17/05/2019	GG	Original Timekeeper - Sue-Helen McConnell, Draft form of authority	0.10	\$425.00	\$42.50
03/06/2019	GG	Original Timekeeper - Sue-Helen McConnell, Client meeting	0.80	\$425.00	\$340.00
04/06/2019	GG	Original Timekeeper - Sue-Helen McConnell, Correspondence to CIHSA re: medical records	0.10	\$425.00	\$42.50
09/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall to HSA re: records	0.20	\$425.00	\$85.00
09/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Correspondence to HSA re: records	0.10	\$425.00	\$42.50
11/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall from client to discuss letter from Ritz	0.30	\$425.00	\$127.50
11/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall to Bluepoint re: investigation	0.10	\$425.00	\$42.50
11/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall to AIG re: liability	0.20	\$425.00	\$85.00
11/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Correspondence to Health City re: full set of records	0.10	\$425.00	\$42.50
12/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Correspondence from Health City re: records	0.10	\$425.00	\$42.50
12/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall to Mr. Chisholm at the Ritz	0.10	\$425.00	\$42.50
12/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall to client re: sick notes	0.30	\$425.00	\$127.50
16/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Correspondence from Mr. Chisholm at the Ritz	0.10	\$425.00	\$42.50

16/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Review medical notes and records received today	0.70	\$425.00	\$297.50
16/08/2019	GG	Original Timekeeper - Sue-Helen McConnell, Review medical notes and consider whether to serve now	0.50	\$425.00	\$212.50
19/08/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall from client	0.20	\$425.00	\$85.00
19/08/2019	GG	Original Timekeeper - Sue-Helen McConnell, Email to AIG	0.10	\$425.00	\$42.50
10/09/2019	GG	Original Timekeeper - Sue-Helen McConnell, Email to client	0.10	\$425.00	\$42.50
18/09/2019	GG	Original Timekeeper - Sue-Helen McConnell, Email from Ms. Claybourn	0.10	\$425.00	\$42.50
03/10/2019	GG	Original Timekeeper - Sue-Helen McConnell, Client meeting	0.70	\$425.00	\$297.50
27/10/2020	PJ	File not allocated at this time. Note prepared - query whether client is still working (she is aged 72+) and what steps are needed to ascertain the DOA - two different dates to hand. Asked reception to call client and her daughter in default to make enquiries and resurrect this matter. Limitation date is less than 1yr away on either basis!! Lenisha said she had no response on either number but knows the daughter and will contact her by other means.	1.10	\$450.00	\$495.00

**For professional services rendered** 12.90 \$5,510.00

**Additional Charges**

Date	Details	Quantity	Rate	Amount
22/05/2019	BT Courier to the Ritz Carlton	1	\$5.00	\$5.00
15/07/2019	BT Medical Report	1	\$16.40	\$16.40
16/07/2019	BT Courier to Health City	1	\$26.00	\$26.00
06/12/2019	BT Courier to The Ritz Carlton 0 @ 0.00	1	\$8.00	\$8.00

**Total additional charges** \$55.40

**Invoice Amount** \$5,565.40

**Balance Due KYD** \$5,565.40

**Balance Due USD** \$6787.01



Filed on behalf of the Plaintiff  
Affidavit of Service  
(Sworn on the 4<sup>th</sup> day of March 2021)

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS**  
**AND IN THE MATTER OF PROPOSED PROCEEDINGS**

**BETWEEN:**

**McGRATH TONNER (A FIRM)**

PLAINTIFF

**AND**

**MARCELLA ETA HENDRICKS**

DEFENDANT

**AFFIDAVIT OF SERVICE**


I, **JUDYANN FREDERICK** of Grand Cayman **MAKE OATH** and say as follows:-

1. I am an employee and Process Server at McGrath Tonner, Attorneys-at-Law, of 5<sup>th</sup> Floor, Genesis Building, Genesis Close, George Town, Grand Cayman.
2. That on the 25<sup>th</sup> day of February 2021 at approximately, 5.04pm, on instructions on behalf of the Plaintiff I personally served the Defendant with a Letter of Demand and attached invoices.
3. The Defendant is known to me and she personally accepted the documents served. For the avoidance of doubt she did not sign for the documents and the date and time of service on the copy documents that were served is in my handwriting. The documents served are attached and exhibited hereto marked 'JF1'.

SWORN at George Town,  
Grand Cayman  
This 4<sup>th</sup> day of **March 2021**  
Before me:

)  
:  
)  
:  
)

  
\_\_\_\_\_  
**JUDYANN FREDERICK**

  
\_\_\_\_\_  
Notary Public

**NOTARY PUBLIC**  
**GILLIAN GORDON**

**PO BOX 446**  
**GRAND CAYMAN KY1-1106**  
**(345) 949-2740**

**LIC EXPIRES 31 January 2022**

THIS AFFIDAVIT OF SERVICE is filed by McGrath Tonner, Attorneys-at-Law, 5<sup>th</sup> Floor, Genesis Building, Genesis Close, George Town, Grand Cayman.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS  
AND IN THE MATTER OF PROPOSED PROCEEDINGS

BETWEEN:

McGRATH TONNER (A FIRM)

PLAINTIFF

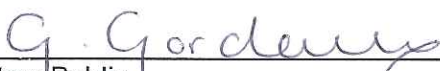
AND

MARCELLA ETA HENDRICKS

DEFENDANT

EXHIBIT TO AFFIDAVIT OF  
JUDYANN FREDERICK

JF1

  
Notary Public

NOTARY PUBLIC  
GILLIAN GORDON

PO BOX 446  
GRAND CAYMAN KY1-1106  
(345) 949-2740  
LIC EXPIRES 31 January 2022

# McGRATH TONNER

CAYMAN ISLANDS LAW

23 February 2021

5:04 pm  
25/2/2021

By Personal Delivery

Writer's email:

[pjoshi@mcgrathtonner.com](mailto:pjoshi@mcgrathtonner.com)

**Marcella Eta Hendricks**  
88 Rockshire Drive  
Spotts  
PO Box 1323 GT  
Grand Cayman KY1-1108

## URGENT LETTER OF DEMAND – DO NOT IGNORE

Dear Ms Hendricks,

**Re: Our file Ref. 14427-001 – Your claim against the Ritz Carlton**

We wrote to you on 13<sup>th</sup> January 2021 enclosing a copy of your most recent invoicing to that date and asking for you to make contact with us.

You have not made contact by any means – email or letter or telephone. We are advised by the Cayman Islands Postal Service that the letter sent to you by registered post on 13<sup>th</sup> January 2021 was signed for as received on 19<sup>th</sup> January.

We assume from your silence that you no longer wish to pursue your claim.

Please find attached and served with this letter your invoices (marked 'Fee Note') to date.

We require settlement of these outstanding fees immediately. In default of settlement or reasonable proposals for settlement that we are prepared to accept and within a reasonable timeframe, we will issue proceedings against you in the Courts of the Cayman Islands for recovery of those fees.

The total sum due as at today's date is **CI\$6,376.90**.

5th Floor, Genesis Building, Genesis Close | PO Box 446, Grand Cayman, KY1-1106, Cayman Islands

Tel: (345) 949 2740 or (345) 623 2740 | Fax: (345) 949 0073 | [info@mcgrathtonner.com](mailto:info@mcgrathtonner.com) |

[www.mcgrathtonner.com](http://www.mcgrathtonner.com)

# McGRATH TONNER

CAYMAN ISLANDS LAW

To this sum will be added interest accrued and accruing under clause 6 of the Attorney-Client Contract, dated and signed 22<sup>nd</sup> February 2019, and the costs of issuing proceedings and enforcing a judgment if payment is not made forthwith.

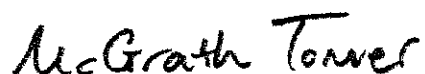
You should be made aware that any judgment secured obtained against you may make it difficult for you to obtain finance in the future and may be enforced against your property or assets.

We will allow you a further 7 days from the date of service of this letter to get in touch with us, and thereafter reserve the right to issue proceedings without further notice to you.

This is a **formal demand** for payment, and you should treat it as such.

Kindly acknowledge receipt of this letter in any case.

Yours faithfully,



**McGrath Tonner**

Att: Invoices (marked 'Fee Note') numbered,

1. #32680 dated 23<sup>rd</sup> February 2021
2. #32663 dated 31<sup>st</sup> January 2021
3. #32585 dated 13<sup>th</sup> January 2021

**McGRATH TONNER**  
CAYMAN ISLANDS LAW

5th Floor  
Genesis Building  
Genesis Close  
PO Box446  
Grand Cayman  
KY1-1106  
Cayman Islands

Date:23/02/2021

Marcella Hendricks  
PO Box 1323  
88 Rockshire Drive  
Spotts, KY1-1108

File #: 14427-001  
Fee Note #: 32680

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Fall at work

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PROFESSIONAL CHARGES for work performed in relation to the above matter.

Date	Details	Hours	Rate	Amount
22/02/2021	PJ File reviewed and demand letter settled	0.50	\$450.00	\$225.00
	For professional services rendered	<u>0.50</u>		<u>\$225.00</u>

Invoice Amount \$225.00

Previous Invoices Balance \$6,151.90

Balance Due KYD \$6,376.90

Balance Due USD \$7776.63

# McGRATH TONNER

CAYMAN ISLANDS LAW

5th Floor  
 Genesis Building  
 Genesis Close  
 PO Box 446  
 Grand Cayman  
 KY1-1106  
 Cayman Islands

Date: 31/01/2021

Marcella Hendricks  
 PO Box 1323  
 88 Rockshire Drive  
 Spotts, KY1-1108

File #: 14427-001  
 Fee Note #: 32663

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Fall at work

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**PROFESSIONAL CHARGES for work performed in relation to the above matter.**

Date	Details	Hours	Rate	Amount
07/01/2021	PJ File now officially allocated to PKJ. Checked through online file and transferred the electronic folder from SHM's name over to PKJ's section. Chaser calls made through reception to ascertain what has happened to the client and her state of health. [5 units] Message received later that the clients' daughter will notify her mother and revert. [1 unit]	0.60	\$450.00	\$270.00
08/01/2021	PJ Lenisha managed to speak with clients' daughter yesterday. Daughter reports that client has lost interest and cannot be bothered to proceed with this now. Nothing actually confirmed or heard from client herself (no reply to emails sent and no response to voicemails left for her) and daughter did not answer the call made to her this morning by Lenisha. Outstanding sum for work done to date is CI\$5,835.40 plus the time for this note - letter to be sent to client's PO Box address with invoice - inviting her to get in touch or pay up.	0.20	\$450.00	\$90.00
13/01/2021	PJ Letter with invoice (dated today but only up to the end of October 2020) settled and sent to client by email and by registered post.	0.50	\$450.00	\$225.00
<b>For professional services rendered</b>		<b>1.30</b>		<b>\$585.00</b>

**Additional Charges**

Date	Details	Quantity	Rate	Amount
13/01/2021	PJ Charges for sending registered post - letter with invoice	1	\$1.50	\$1.50

Total additional charges \$1.50

Invoice Amount \$586.50

Previous Invoices Balance \$5,565.40

Balance Due KYD \$6,151.90

Balance Due USD \$7502.24

# McGRATH TONNER

CAYMAN ISLANDS LAW

5th Floor  
Genesis Building  
Genesis Close  
PO Box 446  
Grand Cayman  
KY1-1106  
Cayman Islands

Date: 13/01/2021

Marcella Hendricks  
PO Box 1323  
88 Rockshire Drive  
Spotts, KY1-1108

File #: 14427-001  
Fee Note #: 32585

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Fall at work

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**PROFESSIONAL CHARGES for work performed in relation to the above matter.**

Date	Details	Hours	Rate	Amount
22/02/2019	GG Original Timekeeper - Michael Waugh, Meeting with client - discussing claim, circumstances, claim strategy and procedure	1.50	\$425.00	\$637.50
08/03/2019	GG Original Timekeeper - Michael Waugh, Correspondence to Ritz Carlton	0.10	\$425.00	\$42.50
08/03/2019	GG Original Timekeeper - Michael Waugh, Correspondence to Ritz Carlton - confirming appointment by client	0.10	\$425.00	\$42.50
08/03/2019	GG Original Timekeeper - Michael Waugh, Telephone call with client - providing update	0.10	\$425.00	\$42.50
09/03/2019	GG Original Timekeeper - Michael Waugh, Correspondence from Ritz Carlton	0.10	\$425.00	\$42.50
11/03/2019	GG Original Timekeeper - Michael Waugh, Drafting Letter Before Action	1.50	\$425.00	\$637.50
19/03/2019	GG Original Timekeeper - Michael Waugh, Drafting - finalizing LBA	0.20	\$425.00	\$85.00
19/03/2019	GG Original Timekeeper - Michael Waugh, Correspondence to Ritz Carlton - serving LBA	0.10	\$425.00	\$42.50
04/04/2019	GG Original Timekeeper - Michael Waugh, Correspondence from defendant insurer re interim payment	0.10	\$425.00	\$42.50
08/04/2019	GG Original Timekeeper - Michael Waugh, Review of further sick note from client	0.10	\$425.00	\$42.50

08/04/2019	GG	Original Timekeeper - Michael Waugh, Correspondence from ICWI	0.10	\$425.00	\$42.50
15/04/2019	GG	Original Timekeeper - Michael Waugh, Correspondence to Loss Adjuster	0.10	\$425.00	\$42.50
17/04/2019	GG	Original Timekeeper - Sue-Helen McConnell, Client meeting	1.00	\$425.00	\$425.00
03/05/2019	GG	Original Timekeeper - Sue-Helen McConnell, Email correspondence from Bluepoint	0.10	\$425.00	\$42.50
03/05/2019	GG	Original Timekeeper - Sue-Helen McConnell, Email to Bluepoint requesting CCTV	0.10	\$425.00	\$42.50
03/05/2019	GG	Original Timekeeper - Sue-Helen McConnell, Review file and consider what evidence is needed/ issues in matter	0.90	\$425.00	\$382.50
06/05/2019	GG	Original Timekeeper - Sue-Helen McConnell, Email from Bluepoint	0.10	\$425.00	\$42.50
17/05/2019	GG	Original Timekeeper - Sue-Helen McConnell, Client meeting	0.50	\$425.00	\$212.50
17/05/2019	GG	Original Timekeeper - Sue-Helen McConnell, Draft form of authority	0.10	\$425.00	\$42.50
03/06/2019	GG	Original Timekeeper - Sue-Helen McConnell, Client meeting	0.80	\$425.00	\$340.00
04/06/2019	GG	Original Timekeeper - Sue-Helen McConnell, Correspondence to CIHSA re: medical records	0.10	\$425.00	\$42.50
09/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall to HSA re: records	0.20	\$425.00	\$85.00
09/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Correspondence to HSA re: records	0.10	\$425.00	\$42.50
11/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall from client to discuss letter from Ritz	0.30	\$425.00	\$127.50
11/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall to Bluepoint re: investigation	0.10	\$425.00	\$42.50
11/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall to AIG re: liability	0.20	\$425.00	\$85.00
11/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Correspondence to Health City re: full set of records	0.10	\$425.00	\$42.50
12/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Correspondence from Health City re: records	0.10	\$425.00	\$42.50
12/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall to Mr. Chisholm at the Ritz	0.10	\$425.00	\$42.50
12/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall to client re: sick notes	0.30	\$425.00	\$127.50
16/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Correspondence from Mr. Chisholm at the Ritz	0.10	\$425.00	\$42.50

16/07/2019	GG	Original Timekeeper - Sue-Helen McConnell, Review medical notes and records received today	0.70	\$425.00	\$297.50
16/08/2019	GG	Original Timekeeper - Sue-Helen McConnell, Review medical notes and consider whether to serve now	0.50	\$425.00	\$212.50
19/08/2019	GG	Original Timekeeper - Sue-Helen McConnell, Phonecall from client	0.20	\$425.00	\$85.00
19/08/2019	GG	Original Timekeeper - Sue-Helen McConnell, Email to AIG	0.10	\$425.00	\$42.50
10/09/2019	GG	Original Timekeeper - Sue-Helen McConnell, Email to client	0.10	\$425.00	\$42.50
18/09/2019	GG	Original Timekeeper - Sue-Helen McConnell, Email from Ms. Claybourn	0.10	\$425.00	\$42.50
03/10/2019	GG	Original Timekeeper - Sue-Helen McConnell, Client meeting	0.70	\$425.00	\$297.50
27/10/2020	PJ	File not allocated at this time. Note prepared - query whether client is still working (she is aged 72+) and what steps are needed to ascertain the DOA - two different dates to hand. Asked reception to call client and her daughter in default to make enquiries and resurrect this matter. Limitation date is less than 1yr away on either basis!! Lenisha said she had no response on either number but knows the daughter and will contact her by other means.	1.10	\$450.00	\$495.00

<b>For professional services rendered</b>	<b>12.90</b>	<b>\$5,510.00</b>
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**Additional Charges**

Date	Details	Quantity	Rate	Amount
22/05/2019	BT Courier to the Ritz Carlton	1	\$5.00	\$5.00
15/07/2019	BT Medical Report	1	\$16.40	\$16.40
16/07/2019	BT Courier to Health City	1	\$26.00	\$26.00
06/12/2019	BT Courier to The Ritz Carlton 0 @ 0.00	1	\$8.00	\$8.00

<b>Total additional charges</b>	<b>\$55.40</b>
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<b>Invoice Amount</b>	<b>\$5,565.40</b>
<b>Balance Due KYD</b>	<b>\$5,565.40</b>
<b>Balance Due USD</b>	<b>\$6787.01</b>



# McGrath Tonner

## Matter Billing Detailed Report

22/02/2019 - 15/03/2021

### Client Funds Balance(As of Report Print Date):Hendricks, Marcella-Fall at work/14427-001

Matter Owner Pramod Joshi  
 Client Funds-Operating 0.00  
 Client Funds-Trust 0.00  
 Unpaid Balance 6,376.90

### Professional Service Detail: Hendricks, Marcella-Fall at work/14427-001

ID	Date	Timekeeper	Task	Billable	Status	Hours	Rate	Amount
11219	23/02/2021	PJ	Letter sent - Invoices received, checked and attached to demand letter - cross referenced with engagement letter and amended accordingly. Scanned onto system and readied for service by Judyann	Y	Unbilled	0.50	450.00	225.00
11439	01/03/2021	PJ	Confirmation of service - Judyann managed to serve document on former client - not signed for but dated and time noted as 25th February 2021 at 5.04pm.JF will settle an affidavit accordingly (because the document was not signed by the Ds)	Y	Unbilled	0.10	450.00	45.00
11641	04/03/2021	PJ	Affidavit of Service - Settled by JF and reviewed by PKJ; awaiting notarisaton	Y	Unbilled	0.30	450.00	135.00
11907	12/03/2021	PJ	Email sent - Email to SF seeking final statement of billing plus filing fees ahead of Plaintiff to be drafted and issued	Y	Unbilled	0.10	450.00	45.00
<b>Total</b>						<b>1.00</b>		<b>450.00</b>

### Timekeeper Activity Summary:Hendricks, Marcella-Fall at work/14427-001

Timekeeper	Time Spent	Amount
Pramod Joshi	1.00	450.00
<b>Total</b>	<b>1.00</b>	<b>450.00</b>

### Professional Service Summary:

Total Hold Hours 0.00

CosmoLex

# McGrath Tonner

## Matter Billing Detailed Report

22/02/2019 - 15/03/2021

Total Unbilled Hours (Billable) 1.00  
Total Unbilled Hours (No Charge) 0.00  
Total Billed Hours 0.00  
Total Hold Amount 0.00  
Total Unbilled Amount (Billable) 450.00  
Total Billed Amount 0.00  
Total Paid Amount 0.00

### Additional Charges Detail: Hendricks, Marcella-Fall at work/14427-001

ID	Date	Details	Billable	Status	Quantity	Rate	Amount
11933	15/03/2021	Filing fee - Filing fee	Y	Unbilled	1	27.00	27.00
<b>Total</b>							<b>27.00</b>

### Additional Charges Summary:

Total Hold Amount 0.00  
Total Unbilled Amount (Billable) 0.00  
Total Billed Amount 0.00  
Total Paid Amount 0.00

### Professional Service - All Matters Summary:

Total Hold Hours 0.00  
Total Unbilled Hours (Billable) 1.00  
Total Unbilled Hours (No Charge) 0.00  
Total Billed Hours 0.00  
Total Hold Amount 0.00  
Total Unbilled Amount (Billable) 450.00  
Total Billed Amount 0.00

**McGrath Tonner**  
**Matter Billing Detailed Report**  
22/02/2019 - 15/03/2021

Total Paid Amount

0.00