



**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN**

CAUSE NO. SC OF 2021

BETWEEN SUNTERA GLOBAL PLAINTIFF
AND ANDREW EDGINGTON DEFENDANT

To the Defendant
Mr Andrew Edgington
267 South Church Street
George Town
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 14 days after service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, 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 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 the 16th day of August 2021

See overleaf for particulars of the Plaintiff's claim.

THIS PLAINT was **FILED** by **BEDELL CRISTIN** of 18 Forum Lane, 3rd Floor, Suite 5305, Camana Bay, P.O. Box 1990, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiffs whose address for service is that of its said Attorneys-at-law.

PARTICULARS OF CLAIM

1. The Plaintiff is a Company registered in the Cayman Islands and licensed to carry on the business of corporate services providers.
2. The Defendant is a former employee of the Plaintiff, who resigned on 21 September 2020 and whose date with the Plaintiff was 30 November 2020.
3. The Plaintiff entered into a RERC Fee Payment Agreement with the Defendant on 5 December 2019 (the "**Agreement**"). The terms of the Agreement provided for a repayment of the pro rata amount of the RERC fees in the amount of CI\$21,250.00 with repayment to be made on a pro-rated basis in the event that the Defendant was no longer employed by the Plaintiff.
4. The Defendant resigned his position with the Plaintiff on 21 September 2020, with the last date of his employment with the Plaintiff being 30 November 2021.
5. The pro rata portion of the repayment by the Defendant to the Plaintiff was calculated and acknowledged as being CI\$14,756.93 (the "**Outstanding Amount**") and was acknowledged as being payable in four monthly installments on 30 December 2020, 30 January 2021, 28 February 2021 and 30 March 2021 in a Repayment Agreement dated 26 November 2020 (the "**Repayment Agreement**").
6. The Repayment Agreement also contained a provision to the effect that the costs associated with the recovery of the Outstanding Amount as well as any interest payable at the statutory rates, would be claimed from the Defendant.
7. The Repayment Agreement was breached by the Defendant as a result of his failure to repay the amount provided for therein.
8. Despite numerous demands for payment of the Outstanding Amount, only CI\$9,877.96 was paid by the Defendant on 14 May 2021, which was not paid in accordance with the terms of the Repayment Agreement.

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9. On 2 June 2021 the Plaintiff made demand of the Defendant for the sum of CI\$10,844.72, being the balance due and owing from the Repayment Agreement and the legal fees incurred as at that date.

AND the Plaintiff claims:

1. The sum of CI\$10,844.72;
2. Interest in the sum of CI\$84.33 calculated at the prescribed rate from 31 March 2021 to date.
3. Fixed costs of CI\$200.00, alternatively costs to be assessed.



BEDELL CRISTIN
ATTORNEYS-AT-LAW FOR THE PLAINTIFF

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Acknowledgment of Service

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AND ANDREW EDGINGTON 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.

Defendant's Signature

DATED this day of 20__

See Overleaf

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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)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Defendant's Signature

REMINDER - This form must be taken or send 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.

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