



SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 2022

STRATEGIC FINANCIAL SOLUTIONS LTD

Plaintiff

- and -

AA RUBIS LTD

Defendant

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PLAINT

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To the Defendant:

AA Rubis Ltd  
282 Shedden Road  
PO Box 1991  
George Town  
Grand Cayman KY1-1104

**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 495 GT, George Town, Grand Cayman, KY1-1106 the accompanying Acknowledgement 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 \_\_\_\_\_ day of \_\_\_\_\_ 2022

See overleaf for particulars of the Plaintiff's claim

This **PLAINT** was filed by the Plaintiff's attorneys, Nelsons, whose address is PO Box 30069, 31 The Strand, 46 Canal Point Drive, Grand Cayman KY1-1201, Cayman Islands (Ref: ND/8470-0001)

PARTICULARS OF CLAIM

1. The Plaintiff and the Defendant entered into an agreement for the Plaintiff to provide accounting and administrative services to the Defendant on a consultancy basis (“the Agreement”).
2. The Plaintiff and the Defendant agreed that the Defendant would pay to the Plaintiff the sum of CI\$1,750.00 per month per Rubis petrol station for such services for two stations, for a total of C\$3,500 per month.
3. It was a provision of Clause 9 of the Agreement that the Agreement may be terminated by either the Plaintiff or the Defendant giving 60 days’ written notice.
4. An email dated 4 August 2021 was sent by the Defendant to the Plaintiff requesting the consultancy relationship be terminated with effect from 30 September 2021.
5. A further email dated 31 August 2021 from the Defendant to the Plaintiff, suggested a new termination date of end of October, in recognition of the 60 day notice period.
6. Both requests for termination of the Agreement were invalid and ineffective as both were provided by email and not served in person or by first class registered mail pursuant to clause 11 of the Agreement.
7. By letter dated 9 September 2021 from the Plaintiff’s attorneys, the Plaintiff provided the Defendant with proper notice of termination of the Agreement, terminating on Monday 8 November 2021, being 60 days from the date of the letter.
8. As at 8 November 2021 the Defendant owed the Plaintiff the amount of CI\$4,420.56 as set out below:

October 2021	CI\$3,500.00
1 November 2021 to 8 November 2021	CI\$920.56
Total Due	CI\$4,420.56

9. The Defendant is entitled to and claims interest on the said sum of CI\$4,420.56 pursuant to section 34 Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules 2021 from 9 November 2021 to the date of issue at the rate of 2<sup>3</sup>/<sub>8</sub>% (being a daily rate of CI\$0.29).

**AND THE PLAINTIFF CLAIMS**

1. The sum of CI\$4,420.56
2. Interest in the sum of \$54.65 calculated at the prescribed rate from 9<sup>th</sup> November 2021 to 18 May 2022
3. Fixed costs of CI\$350.00, alternatively costs to be assessed.



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Nelsons  
Attorneys at Law for the Plaintiff

Plaintiff's address for service:

c/o Nelsons Attorneys at Law Ltd  
PO Box 30069  
31 Strand  
George Town  
Grand Cayman KY1 1201

Telephone 949 9710

Ref: ND / 8470-0001

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 2022

BETWEEN :

STRATEGIC FINANCIAL SOLUTIONS LTD

Plaintiff

- and -

AA RUBIS LTD

Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's Name and Address.

[Empty rectangular box for defendant 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 \_\_\_\_\_ 2022

See overleaf

This **PLAINT** was filed by the Plaintiff's attorneys, Nelsons, whose address is PO Box 30069, 31 The Strand, 46 Canal Point Drive, Grand Cayman KY1-1201, Cayman Islands (Ref: ND/8470-0001)

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that she 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 a default judgment may be entered against you.

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This **PLAINT** was filed by the Plaintiff's attorneys, Nelsons, whose address is PO Box 30069, 31 The Strand, 46 Canal Point Drive, Grand Cayman KY1-1201, Cayman Islands (Ref: ND/8470-0001)