



SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2023

MARSH MANAGEMENT SERVICES CAYMAN LTD

Plaintiff

AND

MICHAEL CRAIG BOWDEN

Defendant

To the Defendant

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 20th day of January 2023

See overleaf for particulars of the Plaintiff's claim

This Plaint was filed by Carey Olsen, attorneys-at law for the Plaintiff, whose address for service is Level 1, Willow House, Cricket Square, Grand Cayman, Cayman Islands KY1-1001 (Ref: SD/NS/1080049/0001).

PARTICULARS OF CLAIM

1. The Plaintiff is Marsh Management Services Cayman Limited, a company duly registered under the laws of the Cayman Islands (hereafter, the "**Company or Plaintiff**").
2. The Defendant is a Cayman Islands permanent resident who resides at #4 Mystic Retreat, John Greer Boulevard, Grand Cayman KY1-1102.
3. In 2009, the Defendant took up an Account Administrator position at a company related to the Plaintiff in Nova Scotia, Canada.
4. In 2011, the Defendant relocated to the Cayman Islands and entered the employ of the Plaintiff, again in an Account Administrator position.
5. After eight years of working for the Defendant, the Plaintiff expressed his wish to become a Permanent Resident of the Cayman Islands and inquired about the Defendant's willingness to fund such an application.
6. The Company provided the Defendant with an agreement, under which it would cover the costs and expenses of his application to become a Permanent Resident of the Cayman Islands on certain terms and conditions. The Agreement was dated 18 November 2019 and entitled, 'Permanent Residency & the Right to be a Caymanian Reimbursement Agreement' (the "**Agreement**"). It was executed by the Defendant on 20 December 2019.
7. Although the Agreement is relied on as if pleaded in full, in summary it provided:
 - a. Pursuant to clause 1, that the Company would pay the costs and expenses associated with the Defendant's application for Permanent Resident Status and any appeals (the "**Application Costs**"), as well as any annual permit fees if the application was granted (the "**Renewal Fee**");
 - b. Pursuant to Clause 2(a), that, in the event the Defendant tendered his resignation or voluntarily terminated his employment with the Company within 12 months of the approval of his application for Permanent Resident Status (or was terminated by the Company for cause), he would repay the Company all Application Costs expended by the Company through to his termination date;
 - c. Pursuant to Clause 2(b), that, in the event the Defendant tendered his resignation or voluntarily terminated his employment with the Company (or was terminated by the

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Company for cause), more than 12 months after the approval of his application for Permanent Resident Status but within 24 months of that approval, he would repay the Company a pro rata share of the Application Costs paid by the Company through to his termination date (calculated with a denominator of 24);

- d. Pursuant to Clause 4, in the event the Defendant tendered his resignation or voluntarily terminated his employment with the Company at any time after the approval of his application for Permanent Resident Status (or was terminated by the Company for cause), he would repay any Renewal Fee paid in the last 90 days in full, and a pro rata share of any renewal fee paid more than 90 days prior on a pro-rata basis (calculated with a denominator of 12);
- e. Pursuant to Clause 7, the full amount of any repayment owed by the Defendant under Clauses 2 through 4 would be due on or before the last day of his employment with the Company;
- f. Pursuant to Clause 8, that, in the event of a repayment obligation, the Defendant expressly authorized the Company, in accordance with Cayman Islands law, to offset any amount due to it under this Agreement from his final pay check or from any other payment due to him; and that any remaining balance after such offset was immediately due and payable by him; and
- g. Pursuant to Clause 9, that failure to repay any amount due the Company under the Agreement could result in legal action to recover the amount due and owing.

Application for permanent residency

8. In 2020, the Defendant applied to the Cayman Islands Immigration Authority for Permanent Resident Status; the Company paid the Application Costs on the Defendant's behalf.
9. On or about 6 March 2020, the Defendant's application for Permanent Resident Status was approved, effective 5 March 2020.
10. The approval letter confirmed that an annual fee, equivalent to the Work Permit Occupation Fee for an Account Executive (at that time, CI\$13,650), would be due and payable by 5 March each year thereafter.
11. On or before 5 March 2021, the Company paid the annual fee (described in the Agreement as the Renewal Fee) on the Defendant's behalf.

This Plaintiff was filed by Carey Olsen, attorneys-at law for the Plaintiff, whose address for service is Level 1, Willow House, Cricket Square, Grand Cayman, Cayman Islands KY1-1001 (Ref: SD/NS/1080049/0001).

The Defendant's Resignation and Agreement of Sums Owed

12. On or about 11 May 2021, the Defendant tendered his resignation to the Company and advised that his last day of employment would be 30 June 2021.
13. The Defendant's resignation came more than 14 months, but less than 15 months, after his application for Permanent Resident Status was granted.
14. The Defendant's resignation came less than 90 days after his Renewal Fee was paid by the Company.
15. Pursuant to Clause 2.1 of the Agreement, the Defendant was required to repay a pro-rata share of the Application paid by the Company. Specifically, he was required to repay for the 10 months remaining of his 24-month commitment, being a pro rata share of 41.6%.
16. Pursuant to Clause 4 of the Agreement, the Defendant was required to repay the Renewal Fee paid in March 2021 in full.

Meeting of 11 May 2021

17. Also on or about 11 May 2021, a representative of the Company met with the Defendant and advised him that he would be required to repay a pro rata share of the Application Costs paid by the Company, as well as the 2021 Renewal Fee; a sum of US\$21,490.64 in total (the "**Pro Rata PR Costs**").
18. At that same meeting, the representative of the Company advised the Defendant that he could apply his outstanding and unpaid salary and benefit entitlements in partial payment of the Pro Rata PR Costs.
19. The parties agreed that an outstanding sum of US\$9,675.27 would need to be paid by the Defendant directly, on or before his last day of employment at the Company (the "**Outstanding PR Debt**").
20. The Defendant's last day of employment at the Company was 30 June 2021.
21. No payment was received from the Defendant towards the Outstanding PR Debt on or before 30 June 2021.

Efforts to recover the debt

22. On or about 16 December 2021, the Plaintiff issued the Defendant an invoice by email demanding the immediate repayment of the Outstanding PR Debt.
23. The Defendant did not respond to the invoice of 16 December 2021.
24. On or about 23 September 2022, the Plaintiff wrote to the Defendant, by email of the same date, demanding that he make full and final payment of the Outstanding PR Debt by no later than Wednesday, 5 October 2022 (the "**Demand Letter**").
25. The Defendant did not respond to the Demand Letter.
26. On 5 October 2022, the Plaintiff instructed a service agent to serve a copy of the Demand Letter on the Defendant in-person in order to ensure that the Defendant was aware of the contents of the Demand Letter.
27. The service agent was unable to locate the Defendant at his registered address. On or about 7 October 2023, the service agent spoke to the Defendant by phone. The service agent informed Mr Bowden that he had a document for him. The Defendant replied "*you can keep it*" and hung up on the service agent.
28. The Plaintiff took no further steps to bring the Demand Letter to the attention of the Defendant.

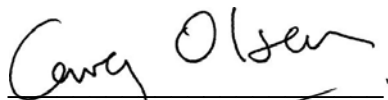
The Outstanding Debt is due and owing to the Plaintiff

29. The Outstanding Debt is a valid debt, due and owing to the Plaintiff for costs incurred in conjunction with the Defendant's Application for Permanent Resident Status and the associated Renewal Fee.
30. The Defendant is liable for the Outstanding Debt pursuant to the terms of the Agreement, including (inter alia) Clause 2.1 and Clause 4.
31. The Defendant has failed to pay the Outstanding Debt on time, or at all.
32. The Plaintiff has exhausted all reasonable avenues to recover the Outstanding Debt from the Defendant.
33. The Outstanding debt is enforceable at the instance of the Plaintiff.

This Plaintiff was filed by Carey Olsen, attorneys-at law for the Plaintiff, whose address for service is Level 1, Willow House, Cricket Square, Grand Cayman, Cayman Islands KY1-1001 (Ref: SD/NS/1080049/0001).

The Plaintiff therefore claims

- (1) Judgement against the Defendant and in favour of the Plaintiff for the Outstanding Debt in the amount of US\$9,675.27,
- (2) Pre-judgment statutory interest calculated at the prescribed rate of 2.375% from 30 June 2021 until Judgment, being \$340.83 and increasing at a rate of \$0.63 per day; and
- (3) Costs to be assessed.


Carey Olsen

Plaintiff's address for service:

Carey Olsen
Level 1, Willow House, Cricket Square
PO Box 10008, Grand Cayman
KY1-1001, Cayman Islands

This Plaintiff was filed by Carey Olsen, attorneys-at law for the Plaintiff, whose address for service is Level 1, Willow House, Cricket Square, Grand Cayman, Cayman Islands KY1-1001 (Ref: SD/NS/1080049/0001).

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2023

BETWEEN

MARSH MANAGEMENT SERVICES CAYMAN LTD

Plaintiff

AND

MIKE BOWDEN

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 Plaint is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____, 20__

See Overleaf

This Plaint was filed by Carey Olsen, attorneys-at law for the Plaintiff, whose address for service is Level 1, Willow House, Cricket Square, Grand Cayman, Cayman Islands KY1-1001 (Ref: SD/NS/1080049/0001).

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)

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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