



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: OF 2023

BETWEEN: CHRISTINA BRIOSO HABIQ

Plaintiff

AND: MARIKA ROSARIO LLORENTE URBI

First Defendant

KEVIN NAWANG-OY PANGM

Second Defendant

RACHEL LACAULAN LATAP

Third Defendant

MONOLITO REYES RAMOS

Fourth Defendant

PLAINT

To the Defendants

Marika Rosario Lloerente Urbi

Kevin Nawang-oy Pangm

Rachel Lacaulan Latap

Monolito Reyes Ramos

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out 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 GT, George Town, Grand Cayman, 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 defense** 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 defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

STATEMENT OF CLAIM

1. The Plaintiff is a Filipino national and at the material time was a domestic worker residing in Kuwait in the middle east.
2. The Defendants are Filipino nationals and were at the material time employed in the Cayman Islands on work permits.
3. On or about the first part of 2020 the Plaintiff was first introduced to the First Defendant by a friend by way of telephone, whereby the First Defendant stated to the Plaintiff that she could procure a work permit for the Plaintiff to be employed in the Cayman Islands as a domestic helper.
4. The Plaintiff was seeking to be so employed in the Cayman Islands and she agreed with the First Defendant to go about procuring the work permit to facilitate her employment in the Cayman Islands.
5. In furtherance of the said agreement between the First Defendant and the Plaintiff, the First Defendant sent the necessary work permit application to the Plaintiff which was required for the Plaintiff to be employed in the Cayman Islands on a temporary basis.
6. On the Plaintiff receiving the said application from the First defendant she completed it and returned it to the First Defendant, who then requested that the Plaintiff send the First Defendant the sum of KYD Sixteen Hundred Dollars (\$1,600.00) for the processing of the said temporary work permit.
7. The Plaintiff did send the said sum of KYD Sixteen Hundred Dollars (\$1,600.00) to the First Defendant. She waited for some weeks, the time that the First Defendant informed her was the waiting time for the said work permit to be processed, but she received no communication from the First defendant concerning the same.
8. The Plaintiff then contacted the First Defendant and inquired about the status of the temporary work permit.
9. In order to induce the Plaintiff to send her more money supposedly to obtain the temporary work permit. The First Defendant by telephone, fraudulently represented to the Plaintiff that the temporary work permit had cost much more than KYD Sixteen Hundred Dollars (\$1,600.00) and because she, the First Defendant, was not allowed to receive any more funds from the Plaintiff through Western Union she instructed the Plaintiff to send additional funds to the Second, Third and Forth Defendants for and on behalf of the First Defendant.

10. The Plaintiff following the First Defendant's said instructions sent a total of KYD Eight Thousand Eight Hundred Dollars (\$8,800.00) to the Defendants through Western Union.
11. In truth and in fact, the Defendants at all material times well knew that the Plaintiff's temporary work permit cost was no more than on or about KYD Three Hundred Dollars (\$300.00) and the First Defendant had not yet applied for the work permit for the Plaintiff.
12. Acting in good faith of the said representation and induced thereby the Plaintiff became uneasy about the funds sent to the Defendants and demanded that her money be refunded to her, whereby the First Defendant returned the sum of KYD Sixteen Hundred Dollars (\$360.00)
13. After approximately one year waiting on the First Defendant to send her the work permit, the First Defendant sent a three (3) month work permit to the Plaintiff. The Plaintiff arrived in the Cayman Islands in December 2021, but on her said arrival the First Defendant had no work and no accommodations for the Plaintiff and she received no further refund of the said amount of money paid to the Defendants.
14. By reason of the fraudulent misrepresentation and the matters aforesaid the Plaintiff has been deprived of the said monies and has suffered loss and damages

PARTICULARS

- a) Loss of the sum of CI\$ 8,800:00
- b) Loss of employment for 2 months
- c) Damage to the Plaintiff reputation and being stranded without employment

And the Plaintiff therefore claims:

1. The Sum of CI\$8,800.00
2. Damages CI\$
3. Legal Costs of CI\$500.00
4. Court Cost of CI\$ 25.00
5. Interest on the said Sum of CI\$8,800.00 from judgment as per statute or payment
6. Service Costs of CI\$300.00
7. Such further or other Relief as the Court deem proper.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: OF 2023

BETWEEN: CHRISTINA BRIOSO HABIQ

Plaintiff

AND: MARIKA ROSARIO LLORENTE URBI

First Defendant

KEVIN NAWANY-OY PANGM

Second Defendant

RACHEL LACAULAN LATAP

Third Defendant

MONOLITO REYES RAMOS

Fourth Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendants' name and address

**Marika Rosario Llorente Urbi
Kevin Nawang-Oy Pangm
Rachel Lacaulan Latap
Monolito Reyes Ramos**

2. State whether the Defendants intends to contest the action.

Yes

No

3. If you do not intend to contest the action, in whole or in part, you must set out full particulars of your defense overleaf.

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of defense overleaf.

