



**THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO. SC \_\_\_\_\_ OF 2024**

**BETWEEN:**

CaribbeanMGT Ltd

**Plaintiff**

**AND:**

Simon John Russell

**Defendants**

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**PLAINT**

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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 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 Judgement** without any further notice to you.

**Issued** this    day of February 2024

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

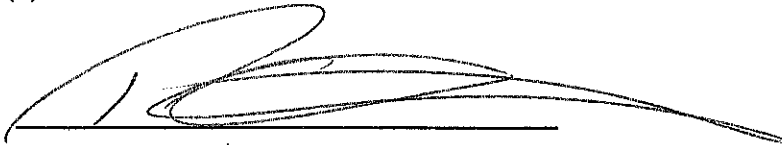
**PARTICULARS OF CLAIM**

1. The Defendant wished to set up a company with trade and business licence and work permit to undertake food and Beveridge consultation services.
2. The Plaintiff had spoken with the Defendant when the Defendant worked at the restaurant Kaibo. Their appeared to be synergies in what services the Defendant could offer and the Plaintiffs business activities.
3. Defendant engaged the services of the Plaintiff to provide a Cayman business partner, obtain company formation (Leofric Ventures Ltd, the "Company")), obtain Trade and Business Licence and obtain work permits in return for refund of Government fees plus fees for the services.
4. The Plaintiff paid all Government fees and has formed the company with the Plaintiff Director, Paul Blount being 60% shareholder and director of the Company.
5. The Plaintiff has submitted application for Trade and Business licence for the Company and paid the Government fees due thereon. This has not yet come through and has not been chased because of the outstanding debt with the Defendant.
6. In an attempt to assist the Defendant to start working prior to the Company being in a position to employ him and obtain a work permit, the Plaintiff obtained a temporary Work Permit for the Defendant under the Plaintiff company. This had to be submitted twice, with two lots of Government fees, because the first application was refused because of immigration irregularities of the Plaintiff which had to be resolved.
7. Attached to this Plain are the supporting papers proving application and where relevant grant for the Company formation, Trade and Business Licence and Work Permit.
8. The Plaintiff has made numerous promises of payment which have all proved worthless and without foundation.
9. Attached are WhatsApp messages between the Defendant and Roger Southam of the Plaintiff which confirms that the Defendant acknowledges the debt is due and with various promises of payment, none of which have been met.
10. The last communication with the Defendant followed the service of letter before action and casual meeting on Godfrey Nixon Way, it was agreed the Defendant would come to the Plaintiff's offices for a meeting on Thursday 22<sup>nd</sup> February at 12pm. The Defendant did not turn up and no communication.

11. In a message on the 21<sup>st</sup> February 2024 at 21.41 the Defendant claimed for the first time dissatisfaction in the services.
12. The Plaintiff has reluctantly had to take the action of a small claims court application to recover the monies it has spent in Government fees for the Defendant plus the fees due for it's services.
13. The Plaintiff has reluctantly cancelled the Defendant's work permit as it is clear the Defendant will not voluntarily pay for the services and monies owed.
14. There has been no attempt by the Defendants to reach settlement or make an arrangement for a payment plan.
15. The Plaintiff ask for full settlement of all monies spent and for the services it has provided.

And the Plaintiff claims:

- (1) The Sum of Three Thousand Nine Hundred and Sixty Five Cayman Island Dollars (KY\$3,965)
- (2) Interest calculated at the prescribed rate from Invoice date to date of payment
- (3) Interest to continue until this matter is settled
- (4) Costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service:

CaribbeanMGT Ltd

190 North Church Street, George Town, Grand Cayman, Cayman Islands

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CAUSE NO. SC \_\_\_\_\_ OF 2023

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Plaintiff

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Defendants

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**ACKNOWLEDGEMENT OF SERVICE**

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- 1 State Defendants' name and address –
  
- 2 State whether the Defendants 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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Defendants's Signature

DATED this    day of            2024

See Overleaf

**PARTICULARS OF DEFENCE**

**COUNTERCLAIM**

AND the Defendants claims:

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Defendants's Signature

REMINDER – This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KYI-1106 Cayman Islands within 14 days of receipt otherwise a default Judgement may be entered against you.