



**MARY COURT OF THE CAYMAN ISLANDS**

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

**Telecom Solutions Ltd**

**PLAINTIFF**

**AND:**

**(1) Caribbean Bakery Ltd**

**(2) Benjamin Ebanks**

**(3) Creaty Ebanks**

**(4) Andrea Ebanks**

**DEFENDANTS**

**PLAINT**

TO:

**Caribbean Bakery Ltd  
Benjamin Ebanks  
Creaty Ebanks  
Andrea Ebanks**

**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 the service of this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495GT, George Town, Grand Cayman, KY1-1106, 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 Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment 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 May 2024.

See overleaf for particulars of the Plaintiff’s claim.

This **PLAINT** was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (ref: Christopher [redacted]-Telecom Solutions Ltd)

**PARTICULARS OF CLAIM**

1. The Plaintiff is a company registered in the Cayman Islands which supplies and distributes telecommunication products, including the provision of self-service top-up kiosks and wholesale retailer-operated top-up tablets within independent retail locations, allowing customers to purchase pre-paid 'credit' ("**PPC**") for use with their existing telecommunication provider.
2. The First Defendant is a company based in Grand Cayman, Cayman Islands.
3. The Second, Third and Fourth Defendants are (or were at the material time) directors of the First Defendant.
4. The Plaintiff agreed to install a self-service top-up kiosk at the First Defendant's retail premises. The first Defendant's customers purchased PPC and made payment directly to the Defendant. The First Defendant agreed with the Plaintiff that it would pass on the payments that had been received from the First Defendant's customers to the Plaintiff, less a retained commission.
5. It would appear that the First Defendant's business assets were sold to McRuss Grocery in or around 2021. The Plaintiff is unaware of any assignment, or transfer of the First Defendant's debts to McRuss Grocery.
6. The Plaintiff submitted the following invoices to the Defendant, identifying the payments due from the Defendant.

<b><u>Invoice Number</u></b>	<b><u>Invoice Date/ Date of Receipt</u></b>	<b><u>Invoice Amount (CI\$)</u></b>
000068614	16/01/19	1,530.50
000068672	18/01/19	1,434.50
000068737	22/01/19	2,010.50
000068848	26/01/19	2,583.75
000068960	01/02/19	3,351.75
000069095	08/02/19	1,914.50
		<b>\$12,825.50</b>

7. Payment of each invoice was immediately due upon the Defendant's receipt of each invoice.
8. In acknowledgement of the debt, the First Defendant made a partial payment to the Plaintiff in the amount of CI\$1,530.18 on 5 June 2021, for which the Plaintiff gives credit.
9. Despite multiple attempts to contact the First Defendant to request payment, the balance due from the First Defendant to the Plaintiff has not been paid.
10. The Second, Third and Fourth Defendants have failed to make any arrangements for payment of the sums due to Plaintiff and, in so doing, acted negligently and in breach of their fiduciary duties.

This PLAINT was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (ref: Christopher

11. Accordingly, the Plaintiff claims liquidated damages in the amount of CI\$11,292.32 in respect of the Unpaid Invoices, together with pre-and post-judgment interest on those damages in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the statutory rate of 2.375%, from 8 February 2019 to 5 June 2021 in the amount of CI\$708.52 and from 6 June 2019 to 1 May 2024 in the amount of CI\$757.55, continuing to accrue at the rate of CI\$0.735 per diem.

**AND THE PLAINTIFF CLAIMS:**

- (1) Liquidated damages in the sum of CI\$11,292.32;
- (2) Pre-and post-judgment interest on those damages in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the statutory rate of 2.375%, from 8 February 2019 to 5 June 2021 in the amount of CI\$708.52 and from 6 June 2019 to 1 May 2024 in the amount of CI\$780.34, continuing to accrue at the rate of CI\$0.735 per diem.
- (3) Fixed Costs; alternatively, costs to be assessed.
- (4) Such further or other relief as the Court deems just.

**DATED** this **1st** day of **May 2024**.



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**Samson Law Associates**  
Attorneys for the Plaintiff

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC \_\_\_\_ OF 2024

BETWEEN:

Telecom Solutions Ltd

PLAINTIFF

AND:

(1) Caribbean Bakery Ltd

(2) Benjamin Ebanks

(3) Creaty Ebanks

(4) Andrea Ebanks

DEFENDANTS

ACKNOWLEDGMENT 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 intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

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 [ ], 2024.

See Overleaf

This PLAINT was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (ref: Christopher [redacted] 39-Telecom Solutions Ltd)

**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.