



**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CIVIL DIVISION**

**CAUSE NO.**

**OF 2024**

**BETWEEN: NIXON ENTERPRISES LTD**

**PLAINTIFF**

**AND: DALE ALLEN**

**DEFENDANT**

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**WRIT OF SUMMONS**

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**TO: DALE ALLEN**  
**83 Mockingbird Crescent**  
**Savannah**  
**Grand Cayman**

**THIS WRIT OF SUMMONS** 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 Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106 the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 11<sup>th</sup> day of July, 2024

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

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**STATEMENT OF CLAIM**

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1. The Plaintiff is a Cayman Islands company with registered office at 142B Eastern Avenue, Grand Cayman. The Plaintiff was, during the period from 2015 to 2024, the operator of a Rubis service station in Savannah, Grand Cayman, trading under the name 'Rubis Savannah'. The Directors of the Plaintiff were husband and wife at all material times.
2. The Defendant is a Cayman Islands resident and was employed to the Plaintiff for a period from August 1, 2017 to March 20, 2023. The Defendant was also known to the Directors of the Plaintiff since his youth and while he was in other employment he would work for the Plaintiff part time in the evenings.
3. The Plaintiff was obliging of the Defendant to the extent that they accepted him in employment in 2017 on the terms of a Release on Temporary License program operated by Her Majesty's Cayman Islands Prison Service. At that time the Defendant was serving a period of incarceration at Her Majesty's Prison at Northward.
4. Despite the circumstances of the incarceration, the Defendant was diligent in his duties to the Plaintiff. As the duration of his employment increased, the Directors of the Plaintiff reposed higher levels of trust and confidence in the Defendant.
5. The trust increased to the point that from July 2020 to December 2022, the Defendant's duties included preparing the daily cash received from the service station, balancing the register, carefully counting cash received,

recording the cash transaction accurately in a ledger and preparing the cash for bank deposit. Any cash not deposited to the bank on the same day it was received was to be stored in a safe located in the vicinity of the checkout counter of the service station.

6. The Plaintiff's Rubis Savannah operation was approved as a remote payment location for the Caribbean Utilities Company Ltd at all material times and the Defendant's employment duties included stewardship of the transactions that included handling the cash received from members of the public for payments to that utility company.
7. The Defendant would both oversee these transactions at times and perform them directly at times during the relevant period.
8. In December 2022, the Plaintiff's service station experienced a situation where two of their employees went on vacation at the same time and a reallocation of duties was put in place so that one of the Directors of the Plaintiff would assume responsibility for preparing the cash deposits for the bank. Upon assuming this duty, one that was formerly assigned to the Defendant, the Plaintiff's Director noticed irregularities with the cash amounts deposited to the bank and the sums actually collected from the business that should have been deposited.
9. The Plaintiff required an explanation from the Defendant and the Defendant responded that the cash deposits were made and that the bank had made an error. The Plaintiff's further checks did not result in any bank errors being identified.
10. Given the poor stewardship discovered in the Defendant, the Plaintiff began an audit of cash sums received at the service station beginning from July 2020.

11. The reconciliation performed by the Plaintiff revealed that the following cash deposits were not deposited to its bank account and otherwise could not be accounted for by the Defendant:

<b>Date</b>	<b>Details</b>	<b>Amount KYD</b>
July 4, 2020	Cash deposit	13,387.00
July 11, 2020	Cash deposit	11,151.00
July 14,2020	Cash deposit	10,581.00
July 18, 2020	Cash deposit	12,903.00
December 3, 2020	Cash deposit	9,754.46
December 5, 2020	Cash deposit	12,418.00
May 9, 2021	Cash deposit	12,712.00
July 10, 2021	Cash deposit	12,714.00
July 11, 2021	Cash deposit	13,289.00
August 2, 2021	Cash deposit	12,151.00
August 13, 2021	Cash deposit	12,934.00
December 24, 2021	Cash deposit	17,997.15
December 31, 2021	Cash deposit	15,556.81
December 12, 2022	Cash deposit	15,616.73
December 13, 2022	Cash deposit	13,610.84
December 14, 2022	Cash deposit	17,509.13
December 15, 2022	Cash deposit	14,399.63
December 16, 2022	Cash deposit	16,771.89
<b>TOTAL</b>		<b>\$245,456.64</b>

12. The Plaintiff confronted the Defendant with the findings of their internal audit on February 13, 2023 and the Defendant admitted that he had misappropriated the sums identified in the above table, which sums totalled \$245, 456.64 Cayman Islands Dollars.
13. The Defendant's employment with the Plaintiff terminated upon the admissions that he made.
14. The anomalies became a further cause for concern when the Plaintiff received correspondence from the Caribbean Utilities Company Ltd on March 20, 2023 which complained that payments due to that company in the sum of \$97,854.48 Cayman Islands Dollars were not paid over.
15. The Plaintiff made the requisite checks and upon confirming the allegations of the utility company, the Plaintiff made the shortfall payment of \$97,854.48 Cayman Islands Dollars to the Caribbean Utilities Company Ltd, as they were obliged to do.
16. The Plaintiff is certain that the Defendant is responsible for the shortfall of payments to the relevant utility company.
17. The Defendant also offered, in restitution, his interest in property registered at Savannah Block 28B Parcel 115 and the Defendant has provided the Plaintiff with a valuation of the property. The property features four rental units from which the Defendant can obtain an income.
18. The Plaintiff is aware that there is a First Legal Charge registered against the property by a local financial institution holding a Class A banking licence.

19. Since March 20, 2023, the Defendant has failed or neglected to act on his assurances to convey his interest in the aforementioned property to the Plaintiff or to make any payments against the sums he misappropriated.
20. The Defendant is in breach of his agreement with the Plaintiff and as a consequence of this the Plaintiff has suffered loss and damage.
21. The Plaintiff seeks payment to it of all sums outstanding together with pre and post judgment interest at the statutory rate of 2.375% from July 4, 2020 and continuing until the debt is paid in full.

**AND THE PLAINTIFF CLAIMS:**

1. The Principal Sum of CI\$343,311.12
2. Pre and post judgment interest from July 4, 2020 at the statutory rate of 2.375% per annum until the debt is paid.
3. Costs
4. Such further and other relief as this Honourable Court deems fit

Dated this 11<sup>th</sup> day of July, 2024

*S Thompson*

Stacy Thompson  
Attorney-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim are filed by Stacy Thompson, Attorney-at-Law for and on behalf of the Plaintiff, whose address for service is 2<sup>nd</sup> Floor, Zephyr House, 122 Mary Street, George Town, Grand Cayman, Cayman Islands.

**INDORSEMENT**

The Principal Sum claimed is CI\$343,311.12 as at 11<sup>th</sup> July, 2024. The filing fees in this suit are CI\$200.00 plus Ad Valorem in the sum of CI\$1,228.00. If, within the time for returning the acknowledgment of service, the Defendant pays the Plaintiff or its Attorney at Law the total amount claimed in the Principal Sum and Costs of issuing the Writ of Summons, further proceedings will be stayed.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 20\_\_

BETWEEN: NIXON ENTERPRISES LTD PLAINTIFF
AND: DALE ALLEN DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give that Attorney this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.



1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.



2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
[ ] yes [ ] no



3. If the claim against the Defendant is for a debt or liquidated demand, AND the Defendant does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)
[ ] yes [ ] no



Service of the Writ is acknowledged accordingly

(Signed).....
Attorney for

Please complete overleaf

**Notes on address for service**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, the Defendant must give the Defendant's post office box number and the physical address of the defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of that Plaintiff's name, address and reference, if any, in the box below.

Stacy Thompson, Attorney at Law  
2nd Floor, Zephyr House  
122 Mary Street  
GT, Grand Cayman  
E: stacythompson@thompsonlegal.info

Indorsement by defendant's Attorney (or by defendant if suing in person) of that defendant's name, address and reference, if any, in the box below.