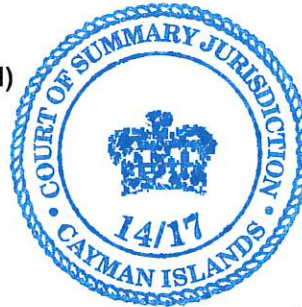


IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 21 OF 2019

BETWEEN:

HSM CHAMBERS (A FIRM)



Plaintiff

AND

CLAIRE GRIFFIN

Defendant



PLAINT



TO:

Ms. Claire Griffin
#959 South Church Street,
South Sound, Grand Cayman
Cayman Islands

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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service 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 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 5 day of February 2019

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is HSM Chambers, 68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with an address of Party Lane, Prospect, Grand Cayman, Cayman Islands.
3. On or around 4 April 2018, the Defendant signed an Engagement Letter with attached Terms of Business (the "Engagement Letters") for our legal services in representing and acting on her behalf with regards to immigration services. The terms of the Engagement Letter were, *inter alia*, as follows:
 - a. That the Plaintiff would act on the Defendant's behalf in relation to the immigration services;
 - b. That the Defendant would pay all invoices within 14 days of receipt;
 - c. That interest would accrue on at the rate of 10% per annum to any outstanding balance not settled within 30 days of our invoice being rendered; and
 - d. That all cost including court costs and attorney fees would be reimbursed by the Defendant on an indemnity basis, in the event the Defendant failed to pay the outstanding invoices.
4. The Plaintiff provided legal services for the Defendant as requested in accordance with the Engagement Letter.
5. The following invoice was sent to the Defendant in relation to services rendered:

<u>Invoice No</u>	<u>Amount</u>	<u>Date Issued</u>
4256102	US\$2,500.00	4 April 2018

Despite several requests for payment sent by email to the Defendant on 18 July 2018, 28 August 2018 and 11 December 2018. To date, the Defendant has not paid the outstanding sum of US\$2,500.00 towards the outstanding invoice.

6. The Defendant has defaulted on the terms of the Engagement Letter and as of the date of the commencement of these proceedings, the Defendant owes to the Plaintiff the principal sum of US\$2,500.00 with interest of US\$188.36 from 5 May 2018 to 4 February 2019 and continuing to accrue at the rate of 10% per annum, being US\$0.68 per day.
7. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) US\$2,500.00 being the principal sum due as at 4 February 2019.
- b) Pre and post judgment interest from calculated from 5 May 2018 to 4 February 2019 in the sum of US\$188.36 and continuing at the rate of US\$0.68 per day in accordance with the terms of the Engagement Letter;
- c) Costs on an indemnity basis in accordance with the terms of the Engagement Letter; and
- d) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is US\$2,500.00 as of the date of filing. The amount of the filing fees to commence the proceeding is C1\$25.00 (US\$30.49). If, within the time for returning the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the Plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 3(c) above.
2. The prescribed rate of interest is 10% per annum.
3. The date from which interest is payable is from 5 May 2018.
4. The amount of interest accruing due each day is US\$0.68 per day.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2019

B E T W E E N:

HSM CHAMBERS (A FIRM)

Plaintiff

AND

CLAIRE GRIFFIN

Defendant

ACKNOWLEDGMENT 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 Plaintiff is acknowledged accordingly.

Dated this day of 2017

Defendant's Signature
See overleaf

PARTICULARS OF DEFENCE

1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

Defendant's Signature

REMINDER -This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.