



SUMMARY COURT AT GEORGE TOWN

W E E N:

CAUSE NO: SC OF 2024

MASSIVE MEDIA LTD

Plaintiff

AND

BREAKERS LNG (CAYMAN) LTD

Defendant

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PLAINT

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TO:  
Breakers LNG (Cayman) Ltd  
Jacob Corporate Ltd  
215-245 North Church Street  
2<sup>nd</sup> Floor White Hall House  
Grand Cayman KY1-1103  
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 de fault judgment without any further notice to you.

Issued this 28<sup>th</sup> day of February 2024

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

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**PARTICULARS OF CLAIM**

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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 care of its Attorneys, HSM Chambers, 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is and was at all material times a company incorporated in the Cayman Islands (Company No. 363154) with a registered office address of Jacob Corporate Ltd, 215-245 North Church Street, 2nd Floor White Hall House, Grand Cayman KY1-1103.
3. Pursuant to a Master Services Agreement and Scope of Work Agreement dated 2 September 2021, it was agreed between the parties that the Plaintiff would provide specialist marketing services to the Defendant (the "**Agreement**"). Invoices were to be rendered in respect of services supplied, to be paid by the Defendant in accordance with the terms of the Agreement.
4. The Agreement contained *inter alia* the following express terms:

*"The Agreement is valid for one calendar year, which begins on **Sept. 2, 2021**. It will automatically renew each year, unless notice of termination or non-renewal is given by either party within 30 calendar days of the renewal date.*

*This Agreement may be terminated by either party with a full 30 calendar days written notice after an initial 3-month period.*

...

*Invoices for ongoing time and materials projects will be sent on the 1st of each month. Invoices will be payable within 30 calendar days. In the event payment is not made within 30 calendar days, MM [Massive Media] may charge a late payment fee of 3.00% per month on any unpaid balance not in dispute.*

...

*The Client [the Defendant] agrees to indemnify and hold harmless MM and each of its directors, officers, employees and advisers of and from any and all claims, demands, losses, causes of action, damages, lawsuits, or judgments, including attorneys' fees and costs to the extent caused by, or arising out of, or relating to*

*the engagement of MM by the Client and the work of MM under the Scope of Services. This indemnity shall survive the termination of this Agreement.*

...

*...this Agreement... can be terminated with immediate effect by giving written notice to the other party if:*

...

- *MM may terminate this agreement with immediate effect by giving written notice to the client if the Client fails to make any payment due for the Services on the due date for payment.”*

5. The Plaintiff supplied the contracted marketing services to the Defendant and rendered monthly invoices.
6. In breach of the Agreement, the Defendant failed to repay the sums as invoiced as and when due. The Plaintiff has suffered loss and damage as a result. As a result of non-payment by the Defendant, the Plaintiff terminated the contract on or around 30 July 2023.
7. Pursuant to a demand letter dated 4 January 2024 (the Demand), the Plaintiff demanded from the Defendant, the unpaid sum of CI\$18,184.10 pursuant to the terms of the Agreement. The Plaintiff served the Demand on the Defendant's registered office on 11 January 2024 and sent to the Director of the Defendant by email. Despite the service of the Demand, the Defendant has failed or refused to pay the outstanding sums as demanded, or at all.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.
9. Accordingly, the Plaintiff claims the principal sum of CI\$18,184.10.
10. The Plaintiff also claims pre- and post-judgment interest on the principal sum from 30 July 2023 to 28 February 2024 at the contractual rate of 3% per month in the sum of CI\$3,841.16 and continuing at the rate of CI\$18.03 per diem in accordance with the terms of the Agreement.

11. Alternatively, the Plaintiff claims pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 2.375% for such period as the Court deems fit.

**AND THE PLAINTIFF CLAIMS:**

- a) CI\$18,184.10 being the principal sum due;
- b) CI\$3,841.16 pre- and post-judgment interest from 30 July 2023 to 28 February 2024 at the contractual rate of 3% per annum and continuing at the rate of CI\$18.03 per diem in accordance with the terms of the Agreement;
- c) Alternatively, pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 2.375% for such period as the Court deems fit;
- d) Costs to be assessed; and
- e) Such further and other relief as this Court may deem just.

*HSM Chambers*

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**HSM Chambers  
Attorneys-at-Law for the Plaintiff**

**INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$18,184.10 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. The fixed costs applicable upon entry of Judgment are CI\$150 pursuant to the *Summary Court Rules 2004*.

If, within the time for returning the acknowledgement of service, the defendants pay 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 below paragraph 4 above.
2. The prescribed rate of interest is 3% per month in respect of the Agreement.
3. The date from which interest is payable in respect of the Agreement is from 30 July 2023
4. The current amount of interest accruing due each day is CI\$18.03.

This PLAINT was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: 417944-0009)

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B E T W E E N:

MASSIVE MEDIA LTD

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**ACKNOWLEDGMENT OF SERVICE**

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1. State Defendant 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                    2024

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Defendant's Signature

**See overleaf**

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**PARTICULARS OF DEFENCE**

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*[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]*

1.

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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.