



MARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC _____ OF 2024

Telecom Solutions Ltd

PLAINTIFF

AND:

Ms. Danielle Brown

DEFENDANT

PLAINT

TO: Ms. Danielle Brown.

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 Complaint 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.

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 Defendant was employed by the Plaintiff between 29 July 2014 and 1 September 2017.
3. During the course of her employment with the Plaintiff, the defendant failed to properly account for payments received by customers of the Plaintiff in respect of PPCs received or alternatively applied PPCs for her own personal use. As a result of the Defendant's conduct, she was unlawfully enriched at the expense of the Plaintiff.
4. The extent of the unlawful enrichment was quantified in the amount of CI\$15,113.
5. On 13 March 2019, Plaintiff and Defendant entered into an agreement whereby Defendant agreed that she would provide Plaintiff with full restitution of the said unlawful enrichment by payment of the sum of CI\$15,113 over a reasonable period of time.
6. The Plaintiff asserts that the 'reasonable period of time' should be continued as not exceeding 24 months.
7. In part performance of the said agreement, the Defendant has made the following payments to the Plaintiff:

<u>Date of Payment</u>	<u>Amount CI\$</u>
13/03/19	20.00
20/03/19	50.00
26/03/19	50.00
09/04/19	100.00
29/05/19	50.00
17/06/19	50.00
25/09/19	50.00
22/11/19	50.00
19/02/20	100.00
25/08/20	100.00
16/04/21	100.00
20/08/22	100.00
	820.00

8. In breach of the agreement, Defendant stopped making payments to Plaintiff and has failed to pay the sums due to the Plaintiff within a reasonable period of time.

9. The Defendant has acknowledged the underlying claim and has made payments in respect of the same, most recently making a payment in part payment of t to the Plaintiff on 20 August 2022. The Plaintiff relies upon sections 34(5) and (7) of the Limitation Law (1996 Revision) accordingly.
10. Accordingly, the Plaintiff claims liquidated damages in the amount of CI\$14,293 in respect of the outstanding sums due pursuant to the agreement, 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 13 March 2021. Interest accrued to 1 May 2024 is claimed in the sum of CI\$1,065.81, continuing to accrue at the rate of CI\$0.93 per diem.

AND THE PLAINTIFF CLAIMS:

- (1) Liquidated damages in the sum of CI\$14,293;
11. Pre- and post-judgment interest 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 13 March 2021. Interest accrued to 1 May 2024 is claimed in the sum of CI\$1,065.81, continuing to accrue at the rate of CI\$0.93 per diem.
- (2) Fixed Costs; alternatively, costs to be assessed.
- (3) Such further or other relief as the Court deems just.

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



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:

Ms. Danielle Brown

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address -

[Empty rectangular box for defendant's 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

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.