



Plaint  
COURT AT GEORGE TOWN

CAUSE NO. SC \_\_\_\_\_ OF 2021

*TYRONE FRANUM*

Plaintiff

AND:

*ESSENTIALS SERVICES*

Defendant

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PLAINT

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To the Defendant

*Debbie A Briceno  
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 Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 defense** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defense, the Plaintiff may apply for a **default Judgment** without any further notice to you.

Issued this        day                    of 2024

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

**PARTICULARS OF CLAIM**

(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. In February of 2024 the plaintiff met with the defendant to obtain Honduran Residency. The Defendant introduce her business stating that she was the founder a company named Essentials Services which is an Administrative Corporate & Immigration Services.
2. On March 26, 2024, via WhatsApp the defendant messaged the plaintiff stating that it would cost USD\$8,000.00 to apply for residency for the plaintiff and child, the defendant then listed the documents that she required to start the process and 50% deposit.
3. On July 10, 2024, the defendant went to the plaintiff office, documents were given to the defendant which includes (Passports, Birth certificates, Marriage Certificate, Caymanian Status and Caymanian naturalization). A deposit was sent to the defendant account in the amount of CI\$3,360.00. The plaintiff then asked the defendant how much it would cost to do a change of name for the plaintiff wife and the defendant informed the plaintiff that it would cost USD\$2,000.00 with 50% deposit, The plaintiff agreed to it. The defendant informed the plaintiff that she will send everything together as it would be less time and less expensive.
4. On July 23 2024 the defendant came to the plaintiff office and gave him 2 letters that he had to get notarized, the plaintiff immediately showed the defendant that the letter was not properly written up as there was no name for signatures, the defendant then proceeded to argue stating that she has done this many times and no one complained, however she stated that she would rewrite it.
5. On July 24 2024 the defendant went to the plaintiff office to give the rewritten letters to get notarized, the defendant informed the plaintiff that the birth certificate that was received was very old and the numbers could not be made out, so a new one should be applied for, the defendant then asked for the deposit of USD\$1,000.00 to start the process, the plaintiff informed her that it made no sense to pay the deposit until the new birth certificate has been received and the defendant agreed.
6. On August 20 2024 the plaintiff reached out to the defendant and informed her via telephone that she could come and pick up the birth certificate and the deposits of USD\$1,000.00 the defendant immediately responded "I am busy so you have to come to my house and make sure you have all the papers I cannot do this back and forth" the plaintiff asked the defendant what papers she is requesting and the defendant responded that she needed the driver's license and marriage certificate the plaintiff tried to explain to the defendant that she was in possession of all the documents that she required, the defendant continued to belittle the plaintiff on the phone saying that he was stupid and always wanted to debate, the defendant also informed the plaintiff that she had him on speaker phone and her other clients could hear what they were talking about. The plaintiff was shocked that the defendant purposely had him on speaker phone so her clients could know about his private business, he immediately hanged up the phone.
7. In the evening of August 20, 2024, the plaintiff sent the defendant a voice notes vis WhatsApp informing the defendant that he did not like the way he was spoken to and that he is a paying customer and is expected to be treated with respect, he would like to clarify what exactly did the defendant mean when she stated that she had me on speaker phone and her clients could hear our conversation? In order for us to continue doing business I would need this to be clarified. The defendant immediately responded saying that it is very stressful and very overwhelming to assist him, and she cannot help if when she is speaking to him that her clients hear our conversation. The Plaintiff replied to the defendant via voice note informing her that because of her behavior and he do not want to stress anyone out please return all of my personal documents and whatever work she has done on our behalf please send an invoice and deduct the money from our deposit and return the funds. At 7:28 the plaintiff also sent an email informing the defendant to return the documents by 12 noon on Wednesday August 21, 2024, and if you have a fee for any of the work that you have done, please provide an invoice for same.
8. On August 21, 2024, the defendant wrote to the plaintiff stating that had scheduled a meeting with her lawyer to discuss what funds were used.
9. On Thursday August 22, 2024, the plaintiff replied to the defendant email informing her that if the documents were not returned by 10am the said day the matter would be reported to the police

10. At about 11:30 the said day the plaintiff went to the police station and reported the matter to get assistance from the police in retrieving his personal documents.  
The Officer at the station called the defendant number (which is 936-2021) 3 times within a 45-minute time period and no answer. The Officer then inform the plaintiff that they would keep trying to get thru to the defendant and when they do then they would give the plaintiff a call.
11. At about 11:50 am the said day the plaintiff received a telephone call from the George Town Police Station informing him that they had gotten thru to the defendant, however she stated that she would not be handing anything over until she talks to her lawyer Dennis Brady, and he is in court. The Plaintiff then asked the Officer what he should do, and the officer replied that they are going to try to get in touch with Mr. Brady and call him back.  
About 15 mins later the plaintiff received another call from the George Town Station informing him that they had spoken to Mr. Brady about the situation and he told them to inform the defendant to hand over the documents immediately, they then informed the defendant what Mr. Brady has stated, and defendant replied that she could not come to the police station until 2:30pm that afternoon as she had to drop off her son. The officer then informed me to come to the station at 2:30
12. At about 2:30 the said day, the plaintiff went to the George Town Police station where he met with Sergeant Stanley, who asked him to step inside a room, upon entering the room the Plaintiff noticed a man standing in the corner (who I recognized as Dale) and the defendant. Sergeant Stanley then informed the plaintiff that the documents were there, and the plaintiff must sign a document that the defendant prepared. The plaintiff replied to the officer that he was not going to sign anything prepared by the defendant, however he would make a list of what he received. As the plaintiff was checking the documents and writing down what he had received Sergeant Stanley said in a very sarcastic manner 'make sure you can write properly, the plaintiff did not respond, the defendant then started saying to the sergeant "see what I told you he is very rude and disrespectful, he does not want to sign the papers' the defendant started passing slurs at the plaintiff in such a manner that the plaintiff got up and said to Sergeant Stanley 'I did not come here for insults and verbal abuse, and as such I will leave until the defendant can conduct herself in a decent manner. Sergeant Stanley then told the defendant not to say anything more. The Plaintiff then got his documents and left.
13. As such as of Wednesday September 11, 2024, the defendant has made no contact with the plaintiff concerning the refund.
14. As such and in accordance with the defendant flyer that the defendant charges C\$135.00 per document to translate, authenticate and apostilled. As such the defendant did 11 pages at \$135.00=\$1,485.00 less the \$3,360 is \$1,875.00
15. As of Thursday August 22, 2024, defendant owes the plaintiff \$1,875.00 and simple interest at 2.5% interest of \$0.13 per day

AND the Plaintiff claims:

1. The sum of \$1,875.00
2. Interest at \$0.13 per day
3. Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.



Plaintiff's Signature

Procollect International  
P.O. Box 1145 Grand Cayman KY1-1101 Cayman Islands

No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC \_\_\_\_ OF 20\_

BETWEEN: *TYRONE FRANUM*

Plaintiff

AND: *ESSENTIALS SERVICES*

Defendant

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**ACKNOWLEDGEMENT OF SERVICE**

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1 State Defendant's name and address -

*Essentials Services  
Grand Cayman  
Cayman Islands*

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 defense 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)

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Defendant's Signature

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