No. 1
Plaint

MARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2026

BETWEEN

SARAH DICK

PLAINTIFF

AND

NELSONS ATTORNEYS AT LAW LTD.

DEFENDANT

To: Nelsons Attorneys at Law Ltd., The Grand Pavilion, 802 West Bay Road, PO Box 30069, Grand Cayman KY1-1201 Cayman Islands

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the following pages.

Within 14 days after service of this Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating 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 17th day of August 2026

See following pages for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

THE PARTIES AND THE LIMITED NATURE OF THIS CLAIM

1. The Plaintiff is an Attorney-at-Law and was employed by the Defendant as an Attorney-at-Law from 7 October 2024 (the **"Commencement Date"**) until 19 February 2026 (the **"Termination Date"**).

2. The Defendant is a Cayman Islands law firm incorporated as Nelsons Attorneys at Law Ltd. Its registered office is at The Grand Pavilion, 802 West Bay Road, PO Box 30069, Grand Cayman, KY1-1201, Cayman Islands.

3. This claim is confined to commission earned under the Plaintiff's contract of employment and unpaid wages recoverable under section 31(2) of the Labour Act (2021 Revision) (the **"Labour Act"**). Other matters are pleaded only insofar as they form part of the relevant factual background or answer the Defendant's asserted basis for withholding wages.

THE EMPLOYMENT CONTRACT

4. By a written employment agreement made on or around 18 September 2024 and accepted and performed by the parties (the **"Employment Contract"**), the Defendant agreed to employ the Plaintiff on the terms contained in that agreement and its schedules.

5. Clause 11.2 of the Employment Contract provides that the Plaintiff would be paid commission pursuant to the terms and conditions in Schedule 3.

6. Schedule 3, clause 1, defines **"Net Paid Fees"** as the fee element, excluding disbursements, of invoices for work performed by the Plaintiff which had been paid and in respect of which payment had cleared and been credited to the Defendant's office account.

7. Schedule 3, clause 2, requires the Defendant to pay the Plaintiff monthly commission at 40% of Net Paid Fees exceeding US$200,000 within the relevant 12-month period from the Commencement Date.

8. Schedule 3, clause 3, requires payment on the first payment date after the relevant Net Paid Fees were paid and cleared, subject to the stated treatment of disbursements. Throughout the Plaintiff's employment, the payment date was the last Friday of each month. The relevant payment date of commission post the Termination Date was therefore Friday, 27 February 2026.

9. Schedule 3, clause 4, requires the Defendant to supply sufficient accurate accounts and records showing the Net Paid Fees and receipts for the purpose of calculating the commission payable.

10. Schedule 3, clauses 5 and 6, respectively exclude commission on unpaid bills or work in progress at termination and provide that, on termination by either party, commission on Net Paid Fees is to be pro-rated by reference to the length of time the Plaintiff was employed during the relevant 12-month period.

11. The commission payable under Schedule 3 of the Employment Contract formed a substantial and integral part of the Defendant's agreed remuneration structure. The Defendant paid substantially the same basic salary to its employed lawyers irrespective of their level of post-qualification experience, with remuneration intended to be supplemented by commission. That basic salary was significantly lower than the salary ordinarily paid by other law firms in the Cayman Islands to lawyers of comparable experience. The commission was therefore an essential component of the Plaintiff's remuneration for services rendered and constitutes "wages" within the meaning of the Labour Act. Schedule 1, item 12, also records the Plaintiff’s remuneration as a basic salary plus commission under Schedule 3.

CALCULATION AND ADMISSION OF THE COMMISSION

12. On the Termination Date, the Defendant confirmed that it would investigate whether the Plaintiff was entitled to pro-rated commission and would confirm its position as soon as possible. By that time, the relevant Net Paid Fees had already been paid, cleared and credited to the Defendant’s office account. The commission was therefore contractually payable on the first payment date thereafter, namely 27 February 2026.

13. After numerous requests, on 10 April 2026, the Defendant sent its initial commission calculation by email to the Plaintiff’s former Nelsons email address, to which she no longer had access, despite every other post-termination email having been sent to her personal email address as part of the existing email chain. Consequently, the Plaintiff did not receive the calculation until 29 April 2026.

14. The calculation sent on 10 April 2026 stated a pro-rated threshold of US$75,384.62 and commission of US$14,721.71. That calculation pro-rated the threshold by reference to working days only.

15. By email dated 30 April 2026, the Plaintiff disputed that approach, referencing the “relevant 12-month period” specified in the Employment Contract as a period of calendar

time which therefore included both working and non-working days. The Defendant subsequently confirmed that it would review the issue.

16. By email dated 21 May 2026, the Defendant revised its calculation on the stated basis that the 12-month period accounted for both working and non-working days. It treated the Plaintiff's employment during that period as 4.49 months, or 37.38%, calculated a pro-rated threshold of US$74,750.38 and described the amount above that threshold as "Net Fees" of US$37,438.52. It calculated commission at 40% as US$14,975.41 (the "**Undisputed Sum"**) and stated that it was prepared to pay that sum as soon as the amount was agreed.

MALICIOUS INTERFERENCE WITH THE PLAINTIFF'S PROSPECTIVE EMPLOYMENT

17. In the same email dated 21 May 2026, the Defendant asserted that the Plaintiff had acted in breach of an alleged restrictive covenant which it claimed was contained in the Employment Contract and which purportedly prohibited the Plaintiff from accepting employment with another law firm in the Cayman Islands within three months following the Termination Date. Despite repeated requests, the Defendant has failed to identify any contractual provision giving rise to the alleged restraint and the Plaintiff denies that the Employment Contract contains any such restriction. The Defendant nevertheless expressly acknowledged in that email that "no loss was sustained as a result of this breach" and identified no sum whatsoever as being due from the Plaintiff in respect of the allegation.

18. Prior to the Defendant's email of 21 May 2026, the Plaintiff had entered into an executed employment contract with another law firm in the Cayman Islands, which had applied for a work permit on her behalf. Whilst the Plaintiff was outside the Cayman Islands awaiting the processing of that work permit, the Defendant contacted her prospective employer and asserted that the Plaintiff was subject to a post-termination restrictive covenant which prevented the proposed employment. The Defendant threatened to commence legal proceedings against the prospective employer if the employment proceeded.

19. On 17 April 2026, the prospective employer terminated the Plaintiff's employment contract and withdrew the work-permit application, expressly informing the Plaintiff that it had done so because the Defendant had indicated that it intended to commence legal proceedings and the prospective employer did not wish to become involved in litigation with another law firm before the Plaintiff's employment had commenced.

20. Notwithstanding the serious consequences of its intervention, the Defendant has never identified any provision of the Employment Contract imposing the alleged restriction, and no such provision exists in the Employment Contract. In those circumstances, the Plaintiff avers that the Defendant could not honestly have believed that she was subject to such a restriction. Its contact with the prospective employer and threat of legal proceedings were therefore not a bona fide attempt to enforce any contractual right but were made maliciously and with the intention of preventing the Plaintiff from commencing alternative employment.

UNEXPLAINED DISCREPANCIES IN COMMISSION RECORDS AND CONTINUING WITHHOLDING OF PAYMENT

21. During her employment and prior to the Termination Date, the Plaintiff regularly monitored and maintained contemporaneous records of the Net Paid Fees displayed in the Defendant's Clio system. Those records showed aggregate Net Paid Fees of approximately US$175,542.52 for the relevant period. Applying the pro-rated threshold of approximately US$74,520 and the contractual commission rate of 40% produced commission of approximately US$40,409.01. By contrast, the Defendant calculated the commission payable as US$14,975.41, resulting in an unexplained discrepancy of US$25,433.60.

22. Despite repeated requests, the Defendant provided no explanation or contemporaneous records capable of reconciling that substantial discrepancy with the Net Paid Fees previously recorded in its own accounting system.

23. The Defendant stated that it would pay the Undisputed Sum only if the Plaintiff accepted that it represented the amount of commission owed. It therefore refused to pay even the Undisputed Sum unless the Plaintiff first accepted the Defendant's calculation. That representation was inconsistent with the Defendant's obligations pursuant to the Employment Contract. Under Schedule 3, the commission became payable on the first payment date after the relevant Net Paid Fees had been paid, cleared and credited to the Defendant's office account.

24. Nevertheless, in reliance upon the Defendant's stated position, and in an effort to settle the commission dispute and obtain payment without litigation, the Plaintiff notified the Defendant on 15 July 2026 that she was prepared to accept the Undisputed Sum in settlement of the commission owed to her.

25. For the limited purpose of these proceedings, the Plaintiff limits the relief sought to

US$14,975.41 and does not seek judgment in this action for the further US$25,433.60 which she maintains was payable. The Plaintiff does not waive or abandon her claim to that further sum and expressly reserves the right, subject to any necessary permission of the Court, to pursue it in separate proceedings. This limitation of the relief sought is not an admission that the Defendant's records or calculation are correct.

THE DEFENDANT'S REPRESENTATION AND SUBSEQUENT CHANGE OF POSITION

26. Contrary to its earlier representation, the Defendant did not then pay the Undisputed Sum which the Plaintiff had indicated she was prepared to accept to settle the commission dispute. It instead asserted, for the first time, that payment would be withheld by reason of various alleged and unparticularised cross-claims and would only be made if the Plaintiff entered into a settlement agreement releasing claims and complaints extending far beyond the commission dispute, for no additional consideration.

27. On 16 July 2026, the Defendant provided a proposed settlement agreement under which, in return for payment of the Undisputed Sum, the Plaintiff was required to release the Defendant and its present and former directors, shareholders, officers, employees, consultants and agents from all known and unknown claims arising out of her employment or its termination. She was also required to withdraw all complaints and proceedings, warrant that she was unaware of any further claims while agreeing to release all claims whether based on current known facts or any facts later discovered. The settlement agreement also required the Plaintiff to comply with extensive confidentiality and non-disparagement obligations, and to repay the commission, indemnify the Defendant and pay its legal costs if she breached any of these obligations.

28. The Plaintiff was not obliged under the Employment Contract to surrender those rights as a condition of receiving her earned commission. The Defendant's attempt to make payment conditional upon the execution of that agreement was inconsistent with its earlier representation that payment would be made once the amount was agreed and with its contractual and statutory obligation to pay wages when due.

UNLAWFUL WITHHOLDING OF WAGES AS LEVERAGE TO OBTAIN A GLOBAL RELEASE

29. For the limited purpose of these proceedings, the Plaintiff has elected to claim only the Undisputed Sum, without admitting that the Defendant's records or calculations are correct. Accordingly, there is no dispute that at least the amount claimed in these proceedings is payable. The Defendant nevertheless continues to withhold the whole of

that sum.

30. The Defendant purports to justify that refusal by reference to various alleged unparticularised claims against the Plaintiff including breach of restrictive covenants in her Employment Contract in working for another employer, even though it admits that no loss was suffered as a result of that alleged breach.

31. The Defendant has not properly particularised the factual or legal basis of those alleged claims, the loss allegedly sustained or the amount claimed. Each allegation is denied and is unsupported, misconceived and without merit.

32. The Plaintiff avers that the timing, vague nature and absence of any quantified loss demonstrate that the alleged claims were not advanced bona fide. They formed part of the Defendant's continuing malicious conduct intended to avoid or delay the performance of its contractual obligations.

33. The commission constitutes "wage" within the meaning of section 2 of the Labour Act, being money agreed to be paid to the Plaintiff as remuneration for services rendered under the Employment Contract. Section 29(1) provides that an employer shall not make any deduction from wages payable under a contract of employment except in accordance with subsections 29(2) to (4).

34. None of the alleged claims constitutes a deduction permitted by section 29(3) of the Labour Act, and the Plaintiff did not expressly authorise any deduction in writing pursuant to section 29(3)(e).

35. Accordingly, even if the Defendant possessed any genuine claim against the Plaintiff, which is denied, the mere assertion of such a claim did not authorise the Defendant unilaterally to deduct from or withhold wages otherwise due to the Plaintiff.On 23 July 2026, the Defendant stated that it would not make the commission payment while the Plaintiff preserved claims against the Defendant, and instead proposed that no payment be made in return for a global release, withdrawal of complaints, confidentiality and non-disparagement terms.

36. The Defendant continues to withhold the Plaintiff's wages as leverage to obtain releases of unrelated claims and complaints. The releases sought include claims concerning unpaid holiday or sick pay, notice pay, pension, benefits, interest, penalties and costs; complaints or proceedings before the Department of Labour and Pensions, the Labour Tribunal, the courts or any regulatory authority; and claims concerning commission calculations, billing and accounting records, Clio records, payment allocations, reports,

emails, metadata and related matters. Separately, the proposed agreement sought an undertaking not to make allegations of alteration, fabrication, manipulation or tampering with records against the Defendant.

BREACH AND RELIEF

37. As the relevant Net Paid Fees were paid, cleared and credited to the Defendant's office account, the Plaintiff became entitled to commission in accordance with Schedule 3 of the Employment Contract. The commission became payable on the first payment date thereafter.

38. Despite repeated demands, the Defendant has failed to pay any part of US$14,975.41. Its failure constitutes a breach of the Employment Contract and non-payment and/or an unlawful deduction of wages contrary to sections 29 and 30 of the Labour Act.

AND THE PLAINTIFF CLAIMS:

1. US$14,975.41 in unpaid commission.
2. Interest pursuant to section 31(2) of the Labour Act at the statutory rate of 10% per annum from 27 February 2026, being the first Payment Date following the payment and clearance of the relevant Net Paid Fees, until judgment or earlier payment. In the alternative, the Plaintiff claims the standard statutory interest.
3. Costs, including the costs of filing and service, to be assessed or fixed by the Court.

Dated this 17th day of August 2026

Filed this   day of August 2026

Sarah Dick

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SARAH DICK
Plaintiff in person

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