



**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
AT GEORGE TOWN**

Cause No. SC of 2026

B E T W E E N:

DANIEL FITTON

Plaintiff

And

TYME LTD

Defendant

PLAINT

To the Defendant:

TYME Ltd of PO Box 230, 171A Elgin Avenue, George Town, Grand Cayman, KY1 9006, Cayman Islands.

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out in the Particulars of Claim below.

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, PO Box 495GT, George Town, Grand Cayman, 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 14th day of August 2026

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

PARTICULARS OF CLAIM

The Parties

1. The Plaintiff, Daniel Fitton, is a former employee of the Defendant who was at all material times employed in the Cayman Islands. His address for service is that of his attorneys, Nelsons Legal, The Grand Pavilion, 802 West Bay Road, PO Box 30069, Grand Cayman KY1-1201.
2. The Defendant, TYME Ltd., is a company incorporated in the Cayman Islands and was at all material times the Plaintiff's employer. Its registered office is at PO Box 230, 171A Elgin Avenue, George Town, Grand Cayman, KY1 9006, Cayman Islands. The Defendant's administrative and payroll functions are carried out on its behalf by an associated company, Salt (salt.ky), and correspondence to and from the Defendant in relation to this matter has been conducted through that company's personnel and email addresses, including finance@salt.ky, Ms Angela Racette (angela.racette@salt.ky) and Mr Paul Drake (paul.drake@salt.ky).

The Contract of Employment

3. By a contract of employment, the Plaintiff was employed by the Defendant. It was an express and/or implied term of the contract that the Plaintiff would be paid an annual salary of US\$125,000, equivalent to a daily rate of pay of US\$480.77.
4. It was further an express and/or implied term of the contract, and/or a requirement of the Labour Act (2021 Revision), that upon the termination of his employment the Plaintiff would be paid all outstanding wages for the period actually worked, together with a cash payment in lieu of any accrued but untaken annual leave as at the date of termination, being an entitlement conferred by section 14(10) of the Labour Act (2021 Revision).

Termination and Sums Due

5. The Plaintiff gave two months' notice of his resignation. His last day of employment was 3 April 2026. As at that date the Plaintiff had worked three days in the April 2026 pay period (to and including 3 April 2026) and had five days' accrued but untaken annual leave.
6. The Plaintiff's March 2026 salary was paid in the ordinary course, received on or about 10 April 2026 as a standard pay run. That payment did not, however, include the sums due to the Plaintiff in respect of his final pay for April 2026.
7. In breach of the contract of employment and/or the Labour Act (2021 Revision), the Defendant has failed to pay the Plaintiff his final pay on termination, which comprises:
 - (a) pro-rata salary for the three days worked in April 2026 (to and including 3 April 2026), being $\text{US\$}480.77 \times 3 = \text{US\$}1,442.31$; and
 - (b) payment in lieu of five days' accrued but untaken annual leave as at the termination date, being $\text{US\$}480.77 \times 5 = \text{US\$}2,403.85$.
8. The total sum due and owing to the Plaintiff is US\$3,846.16. No part of that sum has been lawfully deducted, and no lawful deduction falls to be made from it under section 29 of the Labour Act (2021 Revision).

Demand and Non-Payment

9. The Plaintiff requested payment of the said sums, and copies of his March and April 2026 payslips, on numerous occasions, including by emails dated 4 May, 7 May, 21 May and 28 May 2026 and by WhatsApp message. The Plaintiff's attorneys further pressed for payment, including by letter before action dated 23 June 2026 and by emails dated 4 June, 15 June and 21 June 2026.

10. On 16 July 2026 the Defendant, through Ms Racette, requested the total then due and the Plaintiff's bank account details for payment, and the Plaintiff's attorneys provided the total. Notwithstanding, the Defendant has failed and/or refused to make payment. The Defendant has also failed to furnish the Plaintiff with the March and April 2026 payslips requested, and, insofar as the Defendant may seek to rely upon activity-monitoring data or other records to dispute the sums claimed, the Plaintiff will rely upon sections 12 and 32 of the Labour Act (2021 Revision).

Interest

11. The Plaintiff is entitled to recover the said unpaid wages, exclusive of any sums lawfully deducted, together with interest thereon at the rate of ten per cent (10%) per annum, pursuant to section 31(2) of the Labour Act (2021 Revision), from 3 April 2026 (the date on which payment fell due on termination) until the date of payment. Interest at that rate on the principal sum of US\$3,846.16 accrues at approximately US\$1.05 per day.

AND the Plaintiff claims:

- (1) The sum of US\$3,846.16;
- (2) Pre and post judgment interest on the said sum at the rate of 10% per annum pursuant to section 31(2) of the Labour Act (2021 Revision) from 4 April 2026 until the date of payment;
- (3) Costs, to be assessed; and
- (4) Such further or other relief as the Court thinks just.



Nelsons Legal
Attorneys for the Plaintiff

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
AT GEORGE TOWN**

Cause No. SC of 2026

B E T W E E N:

DANIEL FITTON

Plaintiff

And

TYME LTD

Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

☐ YES

☐ NO

3. If the claim against the Defendant is for a debt or liquidated demand, AND the Defendant does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

☐ YES

☐ NO

4. If you intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaint is acknowledged accordingly

Defendant's Signature

Dated this _____ day of _____ 2025

PARTICULARS OF DEFENCE

Here set out in numbered paragraphs the grounds upon which the Defendant says that they are not liable to the Plaintiff or is not liable for the full amount claimed.

Defendant's Signature

REMINDER - This form must be delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.

NOTES ON ADDRESS FOR SERVICE

Attorney: Where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: Where the Defendant is acting in person, he must give his post office box number and the physical address of his residence, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Nelsons Legal

The Grand Pavilion
802 West Bay Road George Town
Grand Cayman
Ref: KM/8325-2
kmcclymont@nelsonslegal.com

Indorsement by defendant's Attorney (or by defendant if acting in person) of his name, address and reference, if any, in the box below.

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE

1. The accompanying form of Acknowledgement of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Plaint (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Plaint, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Plaint, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

See over for notes for guidance

NOTES FOR GUIDANCE

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Court's Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a Plaintiff served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Plaintiff of Summons)".
4. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his behalf.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.