

REPUBLIC OF KENYA
IN THE SMALL CLAIMS COURT AT NAIROBI
SCCCOMM NO. OF 2024

MARA NOMADS LIMITED.....CLAIMANT

VERUS

DENNIS OHURU.....RESPONDENT

THE CLAIMANT'S STATEMENT OF CLAIM

1. Claimant's Details:

Name: MARA NOMADS LIMITED

Postal Address: P.O Box 29107 – 00100, Nairobi

Physical Address: NAIROBI

Telephone Contact: (+254) 736 557 914

Email Address: info@otadvocates.co.ke

Nature of Business:

The Claimant is a limited liability company and whose address of service for purposes of this suit shall be care of **M/s ONYANGO & TARUS ADVOCATES, KMA CENTRE, BLOCK E, 4TH FLOOR, SUITE 4.1, MARA ROAD, UPPER HILL, P.O. BOX 29107-00100, NAIROBI.**

Location/Sub-Location/Village: Nairobi County

✓ ☐ **CLAIMING AS A REPRESENTATIVE** ~~☐ Claiming in person~~ (Please tick where appropriate)

If Claiming as a representative, kindly provide the Personal Details of the person you represent

Claiming through:

ONYANGO & TARUS
ADVOCATES,
SUITE 4.1, 4TH FLOOR,
BLOCK E, KMA CENTRE,
MARA & CHYULU ROADS,
P.O. BOX 29107-00100,
NAIROBI.

ADM NO: P.105/16414/19
PRACTICE NO: LSK/2024/01903
EMAIL: ogombe@otadvocates.co.ke
PHONE: (+254) 736 557 914

~~Give reasons why you claim as a representative attaching a copy of the written authority (if any)~~

N/A

2. The Respondent's Personal Details:

Name: DENNIS OHURU

Physical Address: Nairobi

Telephone Contact: [REDACTED]

Email Address: [REDACTED]

Nature of Business: Freelance Video Editor

Location/Sub/Village: Nairobi County

The Respondent is an adult male of sound mind residing and working for gain within the Republic of Kenya. (Summons herein will be served upon the Respondent through the Claimant's Advocate's office).

Legal Status of the Respondent *(Please tick where appropriate)*

✓ ☐ **INDIVIDUAL** ☐ Sole Proprietorship ☐ Partnership ☐ Cooperative ☐ State Department

~~If you need more space for details of addition parties, you can write the back of this page~~

3. Nature of Claim *(Please tick where appropriate)*

The Claimant brings this claim against the Respondent seeking the reimbursement of funds received by the Respondent through the Claimant's YouTube channel AdSense earnings. These funds, totaling USD 1,453.53 (KES 187,505.37), were collected from March 2024 to October 2024 and were intended solely for the acquisition of a company laptop designated for editing the Claimant's videos.

~~☐ Services rendered on or about the _____ day of _____ 20 to the value of Kshs _____~~

~~☐ A Contact relating to money had and received on or about the _____ day of _____ in the sum of Kshs _____~~

~~☐ Compensation for personal injury which occurred on or about the _____ day of _____ 20~~

4. Briefly explain the circumstances under which the claim arose and attach documents (if any) in support of your claim.

1. The Claimant hired the Respondent on or about October 2021 to provide freelance video editing services for its YouTube channel, "The Mara Nomads". Both parties agreed upon an initial compensation rate of KSh 150 per minute of edited content, with the understanding that the Respondent was contracted strictly as an independent service provider. The Claimant ensured timely payments for every completed video project, consistently fulfilling its financial obligations from October 2021 to September 2024, four (4) years.
2. To enhance video editing workflow and quality, the Claimant decided to purchase a powerful laptop computer which the Respondent will use to prepare higher quality videos for the Claimant since the Respondent current laptop computer was unable to process higher quality videos. Further the Claimant made the decision to use revenues generated from its YouTube channel, "The Mara Nomads". However, to be able to use the revenues from its YouTube channel, the Claimant needed a separate AdSense account in order to obtain the revenue, an

account it needed to set up first with YouTube. This is standard for a content creator such as the Claimant to be able to harness revenue from its own YouTube channel.

3. AdSense is a Google-operated program that allows YouTube content creators to generate revenue through advertisements displayed on their videos. This program requires an AdSense account linked to the content creator's YouTube channel, through which ad revenue is processed and paid to the account holder.
4. Since the Claimant did not have an AdSense account, the Respondent offered his own AdSense account to be put on the YouTube channel, "*The Mara Nomads*" so as to harness the revenue as the Claimant proceeded to set up its own AdSense account. The Claimant and Respondent mutually agreed to temporarily route YouTube AdSense earnings through the Respondent's AdSense account for the Respondent to hold the revenue in trust for the Claimant until its sufficient to purchase the laptop. This laptop to be purchased was to remain the Claimant's company property, and the AdSense earnings generated from the Claimant's YouTube channel, "*The Mara Nomads*" were to remain the property of the Claimant.
5. The Respondent has retained a total of USD 1,453.53 (KES 187,505.37 as at today's exchange rate), accumulated from March 2024 to October 2024, which represents the AdSense earnings from the YouTube channel of the Claimant, which he was to hold in trust for the Claimant.
6. The Respondent's account was intended solely as a temporary measure to manage YouTube earnings of the Claimant. Once the Claimant completed setting up its own AdSense account, it was linked to the Claimant's YouTube channel, effectively ending the provisional arrangement with the Respondent's account.
7. The Respondent has failed to provide the Claimant with any account or detailed record of the funds received under this temporary AdSense arrangement. Despite their clear understanding, the Respondent has neither transferred the funds to the Claimant for the laptop purchase nor provided any evidence of spending these funds in alignment with the parties' agreement.
8. The Claimant therefore claims against the Respondent the refund of the sum of KES 187,505.37 together with interest thereon from date of filing this suit until payment in full.
9. Despite demand being made and notice of intention to sue being given, the Respondent has refused and/or neglected to admit liability and refund the sum of KES 187,505.37.
10. The cause of action arose in Nairobi within the jurisdiction of this Honourable Court.

REASONS WHEREFORE, the Claimant pray for judgment against the Respondent for:

- a) An order compelling the Respondent to pay the Claimant USD 1,453.53 (KES 187,505.37) for the funds collected from the Claimant's YouTube AdSense revenue between March 2024 and October 2024, which the Respondent has withheld and failed to account for;
- b) Costs of this suit;
- c) Interest on (a) and (b) above at court rates from date of filing suit until payment in full;

d) Such other relief as this Honourable Court may deem fit to grant.

By filing this Claim, I (the Claimant) hereby waive and forfeit the recovery of all sums in excess of Kshs 1,000,000, excluding costs and interest.

Name of the Claimant: MARA NOMADS LIMITED



Signature of Claimant:

Declaration

I declare that the information given above is true

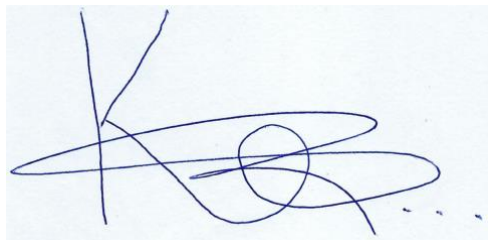
Name of the Claimant: MARA NOMADS LIMITED

Signature of Claimant:

MARA NOMADS LIMITED



DATED at NAIROBI this 12th day of October 2024



**ONYANGO & TARUS
ADVOCATES FOR THE CLAIMANT**

DRAWN & FILED BY:

ONYANGO & TARUS
ADVOCATES,
SUITE 4.1, 4TH FLOOR,
BLOCK E, KMA CENTRE,
MARA & CHYULU ROADS,
P.O. BOX 29107-00100,
NAIROBI.

ADM NO: P.105/16414/19
PRACTICE NO: LSK/2024/01903
EMAIL: ogombe@otadvocates.co.ke
PHONE: (+254) 736 557 914

DENNIS OHURU,

EMAIL:

This Claim was filed on the _____ day of _____ 2024

Acknowledgement of Service by the Respondent

Name of the Respondent:.....

Signature of the Respondent: