

**PLAINT**

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

CAUSE NO. SC *141* of 2018

**BETWEEN** *\$25* **BROOKS & BROOKS LTD.** **PLAINTIFF**  
*JUN 29 2018* **t/a Brooks & Brooks** *13/17*  
**AND** **Annmarie Davidson** **DEFENDANT**  
*301242*

To: The Defendant  
George Town

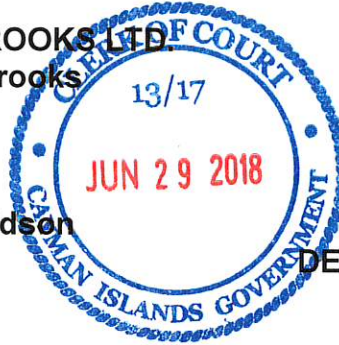
**THIS PLAINT** has been issued against you by the above-name Plaintiff in respect of the claim set out on the next page.

**Within 14 days** after service of the Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court's Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement 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 either set out full particulars of your defence 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 defence, the Plaintiff may apply for default judgement without any further notice to you.

Issued this *29<sup>th</sup>* day of *June* 2018.

See overleaf for particulars of the Plaintiff's claim.



## PARTICULARS OF CLAIM

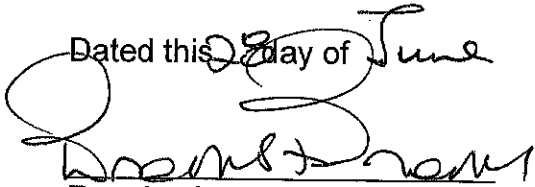
1. The Plaintiff is a body corporate under the laws of the Cayman Islands, and is recognized under the Legal Practitioners (Incorporated Practice) regulations 2006, as amended.
2. Brooks & Brooks is a firm of attorneys-at-law that offers and performs legal services for persons.
3. That Ms. Allard, Senior Associate at Brooks & Brooks, and an attorney of over 19 years experience, performed substantial legal services for the Defendant, for which, despite several reminders, the Defendant has failed/ refused and or neglected to make payment .
4. That in or about December 2013, the Defendant approached Brooks & Brooks seeking legal advice in relation to a proposed application for dissolution of her marriage to her (now) ex-husband.
5. That the Defendant later paid the sum of \$ 4,000 being as to retainer in relation to the start of proceedings for dissolution of marriage. This retainer was paid on April 1<sup>st</sup>, 2015.
6. That throughout the proceedings, styled **Anmarie Davidson v Bradley Erskine**, Cause NO. FAM 59 of 2015, Ms. Allard acted for and on behalf of the Defendant in relation to all matters before the court, including applications, appearances and preparation of pleadings on her behalf, culminating in a final ancillary hearing that was heard on 20<sup>th</sup> March, 2017 before Madame Justice Hall (Actg.)
7. That arising from that final ancillary hearing, a final order was made in relation to child-law and asset related matters between the parties.
8. That during the currency of the proceedings, Brooks & Brooks tendered two invoices to the defendant, as follows: -
  - (a) 2016 February 25, in the amount of \$ 2,141.55
  - (b) 2017 April 09 in the amount of \$ 9,803.90
9. That these two invoices reflect sums totaling \$ 8,000 (two amounts of \$4,000 each) that the Defendant has paid as part-payment toward the cost of legal services performed on her behalf.
10. That the balance due and owing by the Defendant for legal costs associated with this matter, total \$ 9,803.90 which she has refused to pay.

11. That she has been reminded of the need for payment of these outstanding legal costs, by way of emails from Ms. Allard, dated as follows: -
- 2017 April 10
  - 2017 April 11
  - 2017 April 20
  - 2017 May 10
  - 2017 May 12
  - 2017 May 22
  - 2017 June 22
  - 2017 July 05
  - 2017 July 25
  - 2017 August 07
  - 2017 September 01
  - 2017 September 13
12. The legal services performed for and on behalf of the Defendant, are as set out in the invoices mentioned herein.
13. The fees as set out in invoice dated April, 2017 remains due and outstanding as nothing has been paid on it.
14. That the Plaintiff is seeking payment of the fees in full, plus interest and filing fees.

**AND THE PLAINTIFF THEREFORE CLAIMS: -**

- a) KYD \$ 9,803.90
- b) Interest from April, 2017 until payment in full.
- c) Costs
- d) Such further and other relief as this Honourable Court deems just.

Dated this 28<sup>th</sup> day of June, 2018.

  
**Brooks & Brooks**  
**Attorneys for the Plaintiffs**

Plaintiff's address for service is Two Artillery Court. Shedden Road, George Town, Grand Cayman.



## PARTICULARS OF DEFENCE

( Here, set out in numbered paragraphs the grounds upon which the Defendant says that he/ she is not liable to the Plaintiff, or is not liable for the full amount claimed).

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**Defendant**

**REMINDER:-**The form must be taken or sent to the Courts Office, P.O Box 495 GT, George town, Grand Cayman, within 14 days of receipt or otherwise a default judgement may be entered against you.