

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

CAUSE NO. <sup>174</sup> OF 2019

BETWEEN: SONIA BUSH & ASSOCIATES LTD.

Plaintiff

SHENA TRISHAYN EBANKS

Defendant

**WRIT OF SUMMONS**

TO: Shena Trishayn Ebanks  
31 Bonsal Cresent  
Grand cayman, Cayman Islands



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 28 days after the service of the Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this <sup>17<sup>th</sup></sup> day of October 2019.

NOTE: - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue renewed by order of the Court.

**IMPORTANT**

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

## STATEMENT OF CLAIM

1. On 2<sup>nd</sup> October 2018, the Defendant entered a contract ("the Contract") with the Plaintiff where the Defendant agree pay the Plaintiff for the Plaintiff to provide legal services to the Defendant.
2. The Plaintiff filed a Notice of Appointment of Attorney on 3<sup>rd</sup> October 2018 and has been providing legal services to the Defendant since 2<sup>nd</sup> October 2018 until 19<sup>th</sup> June 2019.
3. On 19<sup>th</sup> June 2019, the Plaintiff received a Notice of Change of Attorney from BP & Associates for and on behalf of the Defendant.
4. The Defendant's attorneys have a conflict of interest in that Ms Natasha Bodden and Mr Clayton Phuran of BP & Associates both represented the Defendant when they were retained to act on her behalf by Sonia Bush & Associates.
5. Both attorneys now practising as BP & Associates are responsible for billing legal costs incurred by the Defendant which remains outstanding to date. BP & Associates took over the case from Sonia Bush & Associates without arranging payment of the outstanding legal fees which both of them billed on behalf of Sonia Bush & Associates.
6. Representation of the Defendant by attorneys who actually billed the legal costs which are now the subject of the within proceedings is unethical, unreasonable and irrational and the Honourable Court is requested to address this matter before dealing with the substantive issue before the Court.
7. The Defendant has paid the Plaintiff CI\$225.00 in total for legal services to date.
8. As at 22<sup>nd</sup> June 2019, the Defendant owed the Plaintiff CI\$24,350.00.
9. On 17<sup>th</sup> June 2019, the Plaintiff's employee emailed the Defendant and attached her statements and invoice and requested her to make arrangements to settle.
10. The Defendant ignored the email of 17<sup>th</sup> June 2019.
11. On 2<sup>nd</sup> July 2019, the Plaintiff's employee telephoned the Defendant to collect payments on the invoices.

12. On 2<sup>nd</sup> July 2019, the Defendant confirmed to the employee of the Plaintiff that she received the invoices and that "her lawyer will attend to it".
13. The Plaintiff has received no communication from the Defendant since 2<sup>nd</sup> July 2019.
14. On 22<sup>nd</sup> July 2019, the Plaintiff sent the Defendant a demand letter by hand with Mailfast Courier Services.
15. The Defendant refused to sign receipt of the demand letter.
16. In accordance with the Contract, the Plaintiff reserves the right to add interest at a rate of 1 ½ % per month to all overdue amounts.
17. As at the date of this Writ, the Defendant owes the Plaintiff CI\$24,350.00 being plus interest from August 2019 to September 2019 of CI\$373.01.

**AND THE PLAINTIFF claims:**

1. Payment of CI\$24,350.00 for legal services; and
2. Interest in accordance with Contract; and
3. Costs; and
4. Further or other relief as the Court deems fit.

If within the time for returning the Acknowledgment of Service, the Defendant undertakes to pay the full debt, interest and legal cost further proceedings will be stayed.

*Sonia Bush & Assoc.*

Sonia Bush & Associates Law Firm  
Attorneys for the Plaintiff

**This Writ** is filed by Sonia Bush & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service and correspondence is Grand Pavilion Commercial Center, 802 West Bay Road, P.O. Box 11139, Grand Cayman, KY1-1008 Cayman Islands.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES  
OF WRIT OF SUMMONS

1. The accompanying form of acknowledgment 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, P.O. Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment 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 Writ (i.e. the words "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 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 judgement 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 Acknowledgment 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 instalments or otherwise.

**See over for notes for guidance**  
**Please complete overleaf**

## Notes for Guidance

1. Each Defendant (if there is more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 28 days for acknowledging service, a writ 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 Writ 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 (.....)" 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 its 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.



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 or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication 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.

Sonia Bush & Associates Law Firm  
Attorneys-at-Law  
Grand Pavilion Commercial Center,  
802 West Bay Road,  
P.O. Box 11139  
Grand Cayman, KY1-1008  
Cayman Islands.

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