

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

CAUSE NO SC. 218 OF 2019

BETWEEN: SONIA BUSH & ASSOCIATES LTD.

PLAINTIFF

AND PAMELA HUE

FIRST DEFENDANT



To: Pamela Hue
10 Grant Palm Point 4 South Sound
Grand Cayman
Phone: 927-3172

PLAINT



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

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, P.O. Box 495, 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 8th day of Nov, 2019

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a Local Ordinary Resident Company, licenses to carry on business within the Cayman Islands pursuant to the laws of the Cayman Islands.
2. The Plaintiff is a law firm.
3. The defendant was served with court document for the repossession of her house in South Sound to attend court on 17th February 2014.
4. On 11th February 2014, the defendant entered into an Attorney-Client Fee Contract with the Plaintiff whereby the Plaintiff would provide legal services to the defendant and the defendant agreed to pay for the services (the "Agreement").
5. The Plaintiff provided legal services to the defendant and the defendant have not paid for the services as they agreed.
6. The defendant attended the Plaintiff office and asked for urgent assistance with a promise to pay.
7. The Plaintiff urgently preped a Notice of Appointment, a substantive affidavit for the Pamela Hue, and another affidavit for a real estate agent the same day.
8. The Plaintiff arranged and paid for the filed court documents to be served on opposing counsel (Mr. Moses).
9. During the proceedings the Plaintiff also prepared a cross summons to stay the sale.
10. The Plaintiff attended Grand Court in the presence of the Chief Justice and successfully obtain a stay on the possession of the property to allow the defendant to obtain financing.
11. The Plaintiff also attended other court hearings for the defendant.
12. Demand letters were sent to the defendant 15th September 2017.
13. The Plaintiff had difficulties in locating the Defendant for personal service.
14. As at 14th March 2019, the Defendant owed the Plaintiff CI\$14,072.50.
15. The Plaintiff made several telephone calls to the defendant but each time the defendant would promise to pay but relinquished on her promise.
16. On 11th March 2018, the Plaintiff issued debt collection proceedings against the Defendant in Grand Court including interest.

17. On 28th August 2019, the defendant attended the Plaintiff's office and in consideration of the financial difficulties of the defendant explained by her, the Plaintiff reduced the bill from CI\$14,072.50 to CI\$4,000.00.
18. On 28th August 2019, the defendant signed a promisory note to pay CI\$500.00 monthly on or before the 6th of every month when she collects her rent, until the total CI\$4,000.00 is fully paid.
19. The defendant has failed to make any payments pursuant to this agreement despite the Plaintiff several telephone calls to her.
20. The total owed to the Plaintiff by the defendant, with the discount applied is CI\$4,000.00.
21. As the defendant have not acted in good faith, have not adhered to the Agreement and have refused to pay the Plaintiff the amount owed.
22. All attempts by the Plaintiff to resolve this matter have been unsuccessful.
23. As at 7th November 2019, the defendant owe the Plaintiff CI\$4,000.00.

AND THE PLAINTIFF CLAIMS:

- (a) The sum of CI\$4,000.00;
- (b) Interest on the sum of CI\$4,000.00 at the rate of 1.5% monthly in accordance with paragraph 6 of the Agreement;
- (c) Costs; and
- (d) Such other relief as this Court deems fit.

If within the time for returning Acknowledgement of Service the Defendant pays to the Plaintiff the total amount claimed of CI\$4,000.00 (together with interest and costs) all further proceedings will be stayed.

Dated this 8th day of November 2019

Sonia Bush & Assoc.

SONIA BUSH & ASSOCIATES

Attorneys-at-Law and the Plaintiff

To: The Clerk of the Court
And To: Pamela Hue
10 Grant Palm Point 4 South Sound,
Grand Cayman

Phone: 927-3172

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

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HOLDEN AT GEORGE TOWN, GRAND CAYMAN**

CAUSE NO SC. OF 2019

BETWEEN: SONIA BUSH & ASSOCIATES LTD. PLAINTIFF

AND: PAMELA HUE FIRST DEFENDANT

DAHLIA JONES SECOND DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address -

2. State whether the Defendant intends to contest the action.

Yes No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes No

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

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of , 2019

See Overleaf

PARTICULARS OF DEFENCE

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

Defendant's Signature

REMINDER - This form must be taken or sent to the Courts Office, George Town, Grand Cayman KY1-1106, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.