



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

Cause No. SC of 2023

BETWEEN:

THE PROPRIETORS OF STRATA PLAN NO. 800

PLAINTIFF

AND:

AMELIA FOUSHENE

DEFENDANT

PLAINT

To: Amelia Foushene
#9 Grand Palms
South Sound, Grand Cayman
P.O. Box 42, KY1-1103

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, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must 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 a default judgment without any further notice to you.

Issued this 25th day of August 2023

IMPORTANT

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

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is a strata corporation established pursuant to section 5 of the Cayman Islands Strata Titles Registration Act (2013 Revision) (the "**Act**") and is made up of the proprietors, at any given time, of the strata lots comprising Strata Plan No. 800 (the "**Strata Plan**"), being a condominium development known as Grand Palms. The Strata Plan can bring proceedings under section 5(2) of the Act.
2. At all material times, the Defendant is the registered proprietor of one of the strata lots, Registration Section South Sound, Block 7C, Parcel 127H9, known as Apartment #9, Grand Palms (the "**Property**").
3. The control, management, administration, use and enjoyment of the strata lots and the common property that form part of the Strata Plan, including the Property, is regulated by the Plaintiff's Bye-Laws (the "**Bye-Laws**").
4. Under section 21(7) of the Act, the Bye-Laws of the Strata Plan in force at any time shall bind the proprietors of units in the Strata Plan, including the Defendant.
5. Under the Bye-Laws:
 - a. Clause 34(2), the Defendant is obligated to pay to the Plaintiff all rates, taxes, charges, outgoings and assessments that may be payable in respect of her strata lot.
 - b. Clause 34(3)(a), the Defendant is obligated to pay within 14 days of demand all contributions necessary to establish and maintain a fund for administrative expenses in order for the Plaintiff to comply with its duties and obligations to insure the strata lots and to control, manage and administer the common property.
 - c. Clause 34(3)(a)(a), the Defendant is required, in the event of payment not being made within 14 days of the demand, to pay interest at the rate of 10% per annum at the time of default, accruing on a daily basis until payment.
6. The Plaintiff levied the contributions that the Defendant is required to pay the Plaintiff by issuing monthly invoices stating the amount payable that month and any amounts that the Defendant might be in arrears.
7. As of 14 August 2023, the Defendant is in arrears to the Plaintiff in the sum of CI\$4,065.07, including interest due under Clause 34(3)(a)(a) (the "**Debt**").
8. Despite repeated request by the Plaintiff, the Defendant has failed or refused to pay the Debt.

9. By reason of the Defendant's breach of the Bye-Laws, the Plaintiff has suffered loss and damage and seeks to enforce its rights against the Defendant in accordance with the Bye-Laws.

Particulars of Loss

Strata fees

10. The Plaintiff has suffered a loss in the amount of the Debt being CI\$4,065.07 as of 23 August 2023.
11. The Plaintiff is entitled to the payment of the Debt and contributions that it levies together with interest up to the date of trial. Such loss is expected to continue to the date of trial. Full and further particulars of which will be provided in advance of trial.

Legal Expenses

12. By reason of the Defendant's breach of the Bye-Laws, the Plaintiff has incurred legal expenses. In accordance with Clause 34(3)(b), the Defendant is required to pay all other costs and expenses incurred by the Plaintiff in connection with the performance of its duties under the Law and under the Bye-Laws, which includes taking legal action to enforce payment of the Debt.
13. As of the date of the issue of the Plaint, the Plaintiff has incurred the following reasonable expenses:

Professional fees and disbursements – KSG Attorneys-at-Law – CI\$1,075

14. Such loss is expected to continue to the date of trial. Full and further particulars of which will be provided in advance of trial.
15. Further, the Plaintiff's entitlement to payment continues to accrue daily, and if payment is not made per the Bye-Laws, the Plaintiff will add the accrued amounts to the sum claimed herein.

Statement Regarding Interest

16. The Plaintiff claims simple interest at such a rate as the Court thinks fit on sums found due to the Plaintiff for such periods as the Court orders to the date of judgment or sooner payment pursuant to the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time.

AND THE PLAINTIFF CLAIMS:

- 1 The sum of outstanding strata fees of CI\$4,065.07.
- 2 The sum of legal fees incurred to date of CI\$1,075.00, pursuant to Clause 34(3)(b) of the Bye-Laws.
- 3 Interest for such period and at such rate as the court thinks fit pursuant to section 34 of the Judicature Act (2021 Revision).
- 4 Such further and other relief that the Court deems fit.
- 5 Costs to be assessed.

Dated this 25th day of August 2023



KSG

Attorneys for the Plaintiff

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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 defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant’s Signature

Dated this _____ day of _____, 2023

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he 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 Court Office, PO Box 495GT, George Town, Grand Cayman, within 14 days of receipt; otherwise, a default judgment may be entered against you.