



**AND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION**

**CAUSE NO. OF 2023**

**BETWEEN:**

**THE PROPRIETORS OF STRATA PLAN No. 369**

Plaintiff

**AND:**

**BRIGHT MOUNTAIN GROUP, INC.**

Defendant

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**WRIT OF SUMMONS**

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**To the Defendant:**

**Bright Mountain Group, Inc.  
Bodden Corporate Services Ltd.  
Governors Square, 23 Lime Tree Bay Avenue  
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 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the

proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

**Issued this 5<sup>th</sup> day of September 2023**

  
\_\_\_\_\_  
**PRIESTLEYS**  
**Attorneys for the Plaintiff**

NOTE – This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a Strata Corporation registered under the Strata Titles Registration Act 1973, or any statutory modification or reenactment thereof (the “**Law**”), as Strata Plan Number 369 (the “**Corporation**”), known as “**Seabreeze Villas**”, located in Prospect, Grand Cayman Cayman Islands.
2. The Defendant is and was at all material times the sole legal proprietor of the strata lot known as “Unit 4” at Seabreeze Villas (the “Strata Lot”). The Defendant is a member of the Corporation.
3. Pursuant to Clause 61.3 of the Bye-Laws (“**Bye-Laws**”), the Defendant agreed to pay to the Plaintiff, within 30 days of demand:
  - 3.1. all contributions necessary to establish and maintain the fund for the operating budget, reserve fund budget, capital budget, levied by the Plaintiff pursuant to Section 6(2) of the Law;
  - 3.2. its contribution to all other costs and expenses incurred by the Strata Corporation in connection with the performance of its duties under the Law and Bye-laws calculated by reference to its Unit Entitlement; and
  - 3.3. its contribution to the deductible calculated by reference to its Unit Entitlement.

(together “**Strata Fees**”)
4. Unit entitlement is defined in the Bye-Laws as “*the factor (specified in Bye-law 68 hereto) which shall determine: (a) the amount of [the proprietor’s] share in the Corporation; (b) the proportion of the Common Property allocated to his Strata Lot (c) the proportion payable by him of contributions levied pursuant to the Law and these Bye-Laws*”. Bye-law 68 provides that the Strata Lot is attributed 100 Unit Entitlements, an equal Unit Entitlement to all other strata lots within the strata complex.
5. At all material times up to 3 May 2023 the Plaintiff sent monthly statements for Strata Fees to the Defendant. On 9 May 2023 a Letter Before Action was sent to the Defendant demanding payment of all Strata Fees and interest outstanding and due for payment as at 1

May 2023, being CI\$18,682.48. In response, the Defendant stated by way of email dated 10 May 2023 that “*My strata account balance will be paid in full by the end of May 2023*”. A further email from the Defendant on 2 June 2023 stated that “*The wire instructions have already been given to the bankers. As this is an international wire transfer with a high dollar amount, it will take several days for the receiving bank to review and give regulatory approval and clear the funds. I have informed my bankers at RBC Caymans and they are on the lookout and will get their regulatory and compliance folks on it.*”. Despite these emails, no payment has been received by the Plaintiff.

6. The Defendant has failed to pay to the Plaintiff the Strata Fees which the Plaintiff has duly levied and demanded, in full or at all. The Defendant continues to default on payment of the Strata Fees and, as such, the debt continues to increase.
7. The Defendant is indebted to the Plaintiff in the sum of CI\$20,340.83 (the “**Principal Debt**”) in respect of Strata Fees levied up to and including August 2023.
8. Pursuant to clause 61.3 of the Bye-laws, the Plaintiff claims interest on the Principal Debt at the rate of Prime<sup>1</sup> plus 3% per annum accruing from day to day from the due date to the date of issue of this claim until judgment, and thereafter, or until earlier payment.
9. The Defendant is indebted to the Plaintiff in the sum of CI\$1,913.48 in respect of interest accrued up to and including 1 August 2023.
10. The Plaintiff also claims costs pursuant to section 24(1) of the Judicature Act (2021 Revision) which, to the date of issue of these proceedings, total CI\$2,701.40.
11. The Defendant is therefore indebted to the Plaintiff in the total sum of CI\$24,955.71 in respect of outstanding Strata Fees and interest up to 1 August 2023, and costs up to the date of issue of these proceedings.


AND the Plaintiff Claims:

1. The sum of CI\$20,340.83.
2. Interest as set out in paragraph 8 above.

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<sup>1</sup> Prime rate for United States dollars lending offered by Butterfield Bank (Cayman) Limited.

3. Costs as set out in paragraph 10 above.
4. Costs.

  
\_\_\_\_\_  
**PRIESTLEYS**  
**Attorneys for the Plaintiff**

This Writ of Summons is filed by Priestleys, Attorneys at Law for the Plaintiff, whose address for service is Second Floor Caribbean Plaza, 878 West Bay Road, George Town, PO BOX 30310, Grand Cayman KY1-1202

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 endorsed on the Writ (i.e. the words “Statement of Claim” appear on the top of page 2). The defence must be served within fourteen (14) days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not endorsed on the Writ, the defence need not be served until fourteen (14) 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 judgment 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 fourteen (14) days after his Acknowledgement, 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 installments or otherwise.

**Notes for Guidance**

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (14) 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 (.....)” after 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 steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

CAUSE NO. OF 2023

BETWEEN:

THE PROPRIETORS OF STRATA PLAN No. 369

Plaintiff

AND:

BRIGHT MOUNTAIN GROUP, INC.

Defendant

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ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

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If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

**Important**

*Read the accompanying directions and notes for guidance carefully before completing this form.*

*If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.*

*Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.*

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

Yes [ ]      No [ ]

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3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)

Yes [ ]      No [ ]

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Service of the Writ is acknowledged accordingly

(Signed) \_\_\_\_\_

Address for service:

*Please see overleaf.....*

**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 physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, “residence” means its registered or principal office.

*Endorsement by Plaintiff’s Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.*

**PRIESTLEYS**  
ATTORNEYS-AT-LAW  
SECOND FLOOR, CARIBBEAN PLAZA  
878 WEST BAY ROAD  
PO BOX 30310  
GEORGE TOWN, GRAND CAYMAN  
CAYMAN ISLANDS, KY1-1202

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

[Empty box for Defendant's Attorney endorsement]