

IN THE SUMMARY COURT AT GEORGE TOWN



IND REAL ESTATE LTD.

CAUSE NO. SC _____ OF 2026

AND:**MAURICE BROWN**

Plaintiff

MAKALA DOUGLAS

First Defendant

MIKHAIL TAYLOR

Second Defendant

BRANDON BARNES

Third Defendant

Fourth Defendant

PLAINT

To the Defendants:

Maurice Brown

Makala Douglas

Mikhail Taylor

Brandon Barnes

All c/o Unit 86 Panton Place, 8 Ormond Place, George Town, Grand Cayman, Cayman Islands

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

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 the accompanying Acknowledgment of Service form stating 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 within the required time, the Plaintiff may seek judgment against you in accordance with the Summary Court Rules.

PARTICULARS OF CLAIM

1. The Plaintiff is Legoland Real Estate Ltd., the landlord of the premises known as Unit 86, Panton Place, 11 Ormond Place, George Town, Grand Cayman, Block 20D Parcel 454 ("the Premises").
2. By a Renewal Lease Agreement dated 21 March 2025 ("the Lease"), the Plaintiff let the Premises to the Defendants, Maurice Brown, Makala Douglas, Mikhail Taylor and Brandon Barnes, at a monthly rent of CI\$2,500.00, payable monthly in advance on or before the first day of each month.
3. The Lease expired on 31 March 2026. The Defendants thereafter remained in possession of the Premises on a month-to-month tenancy upon the same terms and conditions of the Lease.
4. Pursuant to clause 33 of the Lease, the liabilities, responsibilities and obligations of the Defendants as tenants are joint and several.
5. The Defendants failed to pay the rent due in respect of April, May and June 2026, and the following principal rent arrears remain due and owing to the Plaintiff:

Rental period Amount outstanding

April 2026	CI\$2,500.00
May 2026	CI\$2,500.00
June 2026	CI\$900.00
Total	CI\$5,900.00

6. Despite repeated demands, including the Plaintiff's formal demand dated 31 August 2026, the Defendants have failed and/or refused to pay the outstanding sum of CI\$5,900.00. The Defendants subsequently vacated the Premises on or about 14 September 2026, but the said arrears remain unpaid.

PARTICULARS OF LATE CHARGES

8. Pursuant to clause 6 of the Lease, where rent is not received before 5:00 p.m. on the fifth business day of the relevant month, a late charge of CI\$30.00 per day is payable. The rent arrears identified above remained unpaid beyond the applicable fifth business day and the Plaintiff accordingly claims contractual late charges calculated to 14 September 2026 as follows:

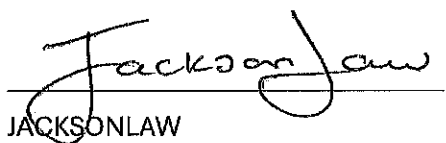
Rental Period	Period	Days	Late Charge
April 2026	10 April – 14 September 2026	158	CI\$4,740.00
May 2026	9 May – 14 September 2026	129	CI\$3,870.00
June 2026	6 June – 14 September 2026	101	CI\$3,030.00
Total			CI\$11,640.00

9. The total amount presently due and owing by the Defendants to the Plaintiff is therefore CI\$17,540.00.
10. In the alternative, to the extent that the Court determines that the contractual late fees claimed pursuant to clause 6 are not recoverable, whether in whole or in part, the Plaintiff claims interest upon the principal rent arrears of CI\$5,900.00 pursuant to section 34 of the Judicature Act (2021 Revision), at such rate and for such period as the Court considers appropriate.

AND THE PLAINTIFF CLAIMS:

- (a) CI\$5,900.00 in outstanding principal rent;
- (b) contractual late fees pursuant to clause 6 of the Lease in the amount of CI\$11,640.00, or such other amount as the Court determines to be due and enforceable;
- (c) in the alternative to (b), and to the extent that the contractual late fees are not recoverable in whole or in part, interest on the principal rent arrears pursuant to section 34 of the Judicature Act (2021 Revision), at such rate and for such period as the Court considers appropriate;
- (d) post-judgment interest at the applicable prescribed rate;
- (e) costs, including the Plaintiff's contractual entitlement to reasonable attorneys' fees on an indemnity basis; and
- (f) such further or other relief as the Court considers just.

DATED this 22nd day of September 2026.



JACKSONLAW

Attorneys-at-Law for the Plaintiff

Address for service: JacksonLaw, Unit 1D, Landmark Square, 64 Earth Close, Grand Cayman, Cayman Islands, selina.tibbetts@jacksonlaw.ky.

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BETWEEN:**LEGOLAND REAL ESTATE LTD.**

Plaintiff

AND:**MAURICE BROWN**

First Defendant

MAKALA DOUGLAS

Second Defendant

MIKHAIL TAYLOR

Third Defendant

BRANDON BARNES

Fourth Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address -

Maurice Brown

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 Plaint is acknowledged accordingly._____
Defendant's Signature

DATED this _____ day of _____, 2026.

See Overleaf

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)

If you intend to contest the action, in whole or in part, set out full particulars of your defence below:

Defendant's Signature

DATED this _____ day of _____, 2026.

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.