



No. 1

Plaint

SUMMARY COURT AT GEORGE TOWN

Cause # SC of 2023

BETWEEN YANIV SEMO

Plaintiff

AND: JOANNE JAMES

Defendant

To the Defendant

Joanne James
82 Hirst Road
Grand Cayman
938-2587

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 the service of this Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO 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 31 day of May 2023

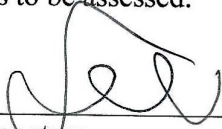
See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is at all material times the landlord of the Defendant.
2. The parties entered into a rental agreement (“the Agreement”) of 2 adjoining residential apartments, located at 690 Crewe Road. One Apartment was designated for the Defendant to live, and the other for her to operate her Dog Boarding business.
3. In breach of the agreement referred to the Defendant did the following:
 - a) Failing to cancel the said agreement in accordance with clause 2(s) of the agreement.
 - b) Vacating the premises before the legally contracted term which should have been 30 November 2023.
 - c) Damaging the premises and furnishings in breach of clause 2(a) and (b) of the agreement, which required her to maintain and keep the premises in good repair.
 - d) Causing customers’ dogs which were normally boarded in Unit C to be boarded in Unit B, which was the Defendant’s residential unit, which caused damage to Unit B.
 - e) Failing to make an appointment with the Plaintiff for a final inspection of the premises in accordance with Clause 2(t).
 - f) Failing to pay April 2023 rent for Unit C.
 - g) Failing to pay utility bills, CUC for CI\$352.92 and Water Authority for CI\$145.42
4. As a result of the breaches set out above, the Defendant caused the following losses valued in CI\$:
 - a) Cleaning and repair costing \$4,200
 - b) April 2023 rent for Unit C of \$1,600
 - c) Furniture Damaged beyond repair \$3,890
 - d) Cuc bill for April 2023 of \$352.92
 - e) Water Authority for April 2023 - \$145.42
 - f) Pro-rata days for which rent was not paid for the VIP Room \$1050.00
 - g) Pestkill pest control bill which was unpaid by the Defendant - \$205.00
 - h) Legal Fees of CI\$1,400.00

AND the Plaintiff claims:

1. The sum of CI\$12,843.84
2. Interest in the sum of calculated at the prescribed rate of 8.375% from 1 May 2023 of CI\$88.41 to date and accruing at \$2.94 per day.
3. Costs to be assessed.



Plaintiff's signature

Plaintiff's address for service

JOHN MEXICO
ATTORNEY AT LAW
2ND FLOOR WATERFRONT CENTRE
GRAND CAYMAN

No. 2
Acknowledgement of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause # SC of 2023

BETWEEN YANIV SEMO

Plaintiff

AND:

JOANNE JAMES
ACKNOWLEDGMENT OF SERVICE

Defendant

1. State Defendant's name and address –

[Empty rectangular box for 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 Plaint is acknowledged accordingly.

Defendants's Signature

Dated this day of 200

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says 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, P.O. Box 495 George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.