



**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO: OF 2023**

**BETWEEN:**

**MARQUEE PLAZA LTD**

**PLAINTIFF**

**AND:**

**QUIZ RESTAURANTS OF CAYMAN LTD**

**DEFENDANT**

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**WRIT OF SUMMONS**

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**TO:** Quiz Restaurants of Cayman Ltd of Ocorian Trust (Cayman) Limited, Windward 3  
Regatta Business Park, West Bay Road, Grand Cayman , KY1-1108 Square, Grand Cayman, Cayman  
Islands

**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff, of Po Box 10335,  
Grand Cayman, Cayman Islands, KY1-1003 in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you counting the day of service, you must either satisfy the  
claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands  
the accompanying Acknowledgement of Service stating therein whether you intend to contest these  
proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return  
the Acknowledgement without stating therein any intention to contest the proceedings, the Plaintiffs may  
proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 11<sup>th</sup> day of August 2023.

**NOTE** this Writ may not be served later than 4 calendar months beginning with the date of original issuance unless renewed by order of the Court

**IMPORTANT**

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

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STATEMENT OF CLAIM

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**Introduction**

1. The Plaintiff is Marquee Plaza Ltd (“MPL”) a company and the registered owners of Registration Section West Bay Beach South, 12E, Parcel 106 (the “Property”). The Property is comprised of commercial premises which MPL rents to various occupants.
2. The Defendant is Quiz Restaurants of Cayman Ltd (“Quiz”), a duly incorporated resident Cayman Islands Company, which at all material times was trading as Quiznos Sub.

### The Tenancy

3. On around 20 May 2003 Quiz entered into occupation as tenants of premises within the property commonly known as Unit K, Marquee Plaza (the “Premises”) pursuant to the terms of a letter of intent dated, 20 May 2003 (the “LOI”).
4. No formal Lease was executed between MPL and Quiz.
5. Quiz occupied the premises and paid rent to then Landlords, Sunshine Land Ltd on terms consistent with the LOI.
6. By Deed of Assignment dated 21 June 2022 Sunshine Land Ltd, assigned all of its rights in Lease held at the Property and to rental income derived to MPL.
7. On or about 22 June 2022, Sunshine Land Ltd transferred its interest in the Property to MPL for good consideration.
8. As a matter of Section 45 of the Registered Land Act (2018 Revision) at all material times, Quiz exclusive occupation of the Premises constituted a periodic tenancy (the “Tenancy”).

### The Debt

9. By way of letter from MPL’s agents, namely, Plum, dated 1 July 2022, Quiz was given notice that it if it wished to remain in occupation of the Premises, it would be required to enter into a formal lease agreement, at a rent of US\$82.50 per square foot, to commence 1 August 2022.
10. Quiz remained in occupation of the Premises beyond 1 August 2022.
11. On 23 September 2022, a notice of termination of the Tenancy together with a demand for payment of rental arrears was served on Quiz.
12. On 25 October 2022 by way of email from Robert J Lee, the Tenant agreed to the increased rental terms, including the increased rent from 1 August 2022 and to formalise the arrangement by entering into a five-year lease for the Premises.

13. MPL avers that these communications, together with Quiz's actual and continued occupation of the Premises constituted an agreement for the demise of the Premises on the terms proposed (the "Agreed Terms")
14. In breach of the Agreed terms, Quiz vacated the Premises, without notice, to MPL on 15 November 2022 and has failed to pay the rent, maintenance fees and other charges due.
15. As at August 11, 2023 Quiz is indebted to MPL in the total sum of US\$22,231.73 (the "Debt"). A statement of account is appended to this Statement of Claim.
16. Despite demands Quiz has refused to pay the Debt and MPL has suffered loss and damage.

#### Legal Expenses

17. By reason of Quiz' breaches of the Agreed Terms, MPL has incurred legal expenses.

#### Particulars of Loss

As at the date of issue of the Writ the MPL has incurred the following reasonable expenses: -

- |   |               |
|---|---------------|
| (a) Professional fees and disbursements – Nelsons | US\$ 6,039.28 |
|---|---------------|

#### Interest

18. MPL claims pre and post judgment interest, is entitled to interest on the Debt from at a rate of 2 3/8% per annum calculated pursuant to the Judicature Act (2021 Revision) and the Judgment Debt (Rates of Interest) Rules, as amended.

#### **THE PLAINTIFFS THEREFORE CLAIM:**

- (1) US\$28,271.01

- (2) Interest on any sums awarded by the Court in accordance with s.34 of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time;
- (3) Costs.
- (4) Such further and other relief as this Honourable Court may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pay the total amount claimed of US\$28,271.01 further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

**DATED** at Grand Cayman this 17<sup>th</sup> day of August 2023

Nelsons

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**Nelsons**  
**Attorneys for the Plaintiff**

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** is issued by Nelsons., Attorneys-at-Law, for the Plaintiff, whose address for service is that of its said attorneys at 31 The Strand, P.O. Box 30069, Grand Cayman KY1-1201 Cayman Islands.

**TO:** The Clerk of the Grand Court

**AND TO:** The Defendant

# Marquee Plaza

## STATEMENT

Statement Date  
10 Aug 23

**Marquee Plaza Ltd**  
C/O Plum Property Management  
CAYMAN ISLANDS

Quiznos Subs  
quiznossub@candw.ky  
Unit K  
Marquee Plaza

Date	Activity	Reference	Invoice Amount	Payments	Balance USD
01 Jul 22	Opening Balance				0.00
01 Jul 22	Invoice # INV-0041	July 2022 Rent	4,104.52		4,104.52
18 Jul 22	Overpayment	Payment on account		4,006.80	97.72
01 Aug 22	Invoice # INV-0047	August 2022 Rent	9,496.67		9,594.39
22 Aug 22	Overpayment	Overpayment		4,202.24	5,392.15
01 Sep 22	Invoice # INV-0064	September 2022 Rent	9,496.67		14,888.82
12 Sep 22	Overpayment	Payment on Account		2,317.79	12,571.03
01 Oct 22	Invoice # INV-0087	October 2022 Rent	9,496.67		22,067.70
18 Oct 22	Overpayment	Payment on Account		3,508.94	18,558.76
01 Nov 22	Invoice # INV-0104	November 2022 Rent	9,496.67		28,055.43
01 Nov 22	Overpayment	Payment on Account		13,679.35	14,376.08
01 Dec 22	Invoice # INV-0142	December 2022 Rent	5,514.19		19,890.27
09 Mar 23	Invoice # INV-0216	Sign and Awning Removal	6,000.00		25,890.27
30 Jun 23	Credit Note # CN-0320	Tenant deposit applied to outstanding AR	(3,658.54)		22,231.73
<b>Balance Due USD</b>					<b>22,231.73</b>

## PAYMENT ADVICE

Payments can be made via online transfer using the information below:

Marquee Plaza Ltd  
Fidelity Bank (Cayman)  
USD Account: 1011-3173

Please reference your name and invoice number (e.g. Business Ltd INV 0001)

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**ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS**

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 .....

Attorney for the Defendant

Address for service:

**Please complete 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 the 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.

Indorsement by Plaintiffs' Attorney (or by Plaintiffs if suing in person) of his name, address and reference, if any, in the box below.

Nelsons  
Attorneys at Law  
PO Box 30069  
802 West Bay Road  
Grand Cayman KY1-1201  
Attn: C Flanagan  
Ref: 5340-00004

Indorsement 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 indorsement]

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment 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, P.O. Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment 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 indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 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 indorsed on the Writ, the Defence need not be served until 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 14 days after his Acknowledgment, 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 instalments or otherwise.

**See over for notes for guidance**

**Notes for Guidance**

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 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 authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL 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.