



## PLAINT

SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2023

BETWEEN: Brooks & Brooks Ltd T/A Brooks & Brooks Attorneys At Law  
Plaintiff

AND: Sarah Bushea  
Defendant

To the Defendant – Ms Sarah Bushea  
c/o Cayman First Insurance  
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 on the next page.

Within 14 days after service of this Plaint 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 KY1-1106, Cayman Islands, 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 25 day of October, 2023

See overleaf for particulars of the Plaintiff's claim

## PARTICULARS OF CLAIM

(Here set out in numbered paragraphs are the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. In or about 31<sup>st</sup> August, 2020 the Defendant provided instructions to the Plaintiff to represent her in divorce, custody, maintenance and debt collection proceedings.
2. The Plaintiff agreed to act on behalf of the Defendant and the terms of a retainer and hourly rate were agreed to for the representation.
3. In or about 16<sup>th</sup> December, 2020 the Defendant prepared and filed a Petition for Dissolution of Marriage and Verifying Affidavit on behalf of the Defendant, and thereafter arranged for the documents to be served on the Respondent in those proceedings.
4. The Plaintiff continued to represent the Defendant until the conclusion of the proceedings on 25<sup>th</sup> October, 2021 – the date of the Decree of Dissolution.
5. The Plaintiff subsequently prepared an invoice for the Plaintiff covering the work carried out on her behalf with a total amount outstanding of CI\$7,778.50, which invoice was sent to her on 8<sup>th</sup> November, 2021..
6. It was a term of the agreement that if the outstanding amount was not paid within 30 days of the date of the invoice that interest would be charged at a rate of 10% per annum on the reducing balance.
7. In breach of the agreement, although the Defendant agreed to pay the outstanding amount by paying CI\$2,000.00 on 1<sup>st</sup> December, 2021 and the outstanding balance with equal monthly instalments of CI\$1,000.00 per month commencing on 7<sup>th</sup> January, 2022 and thereafter payable on 7<sup>th</sup> of each month until the full amount was paid, she neglected to make any of payments promised.
8. The Defendant also neglected to sign the Promissory Note reflecting the agreement which she made to pay off the outstanding amount.
9. To date the Defendant has made no payments on the debt on which the total CI\$7.778.50 remains outstanding together with interest of CI\$1424.97 ( to 25<sup>th</sup> October, 2023) which interest is continuing to accrue at CI\$2.13per day.

AND the plaintiff claims:

1. The sum of CI\$9,203.47 ( includes interest to 25<sup>th</sup> October, 2023)
2. Interest in the sum of CI\$1,424.97 calculated at the agreed rate of 10% per annum from 8<sup>th</sup> December, 2021 to date .
3. Interest to continue at the per diem rate of CI\$ 2.13 until this matter is settled.
4. Costs plus disbursements.

Plaintiffs address for service

Brooks & Brooks  
Two, Artillery Court  
George Town  
Cayman Islands

### INDORSEMENT

**The amount claimed as outstanding legal fees is CI\$7,778.50 and \$1,424.97 as interest to 25<sup>th</sup> October 2023 for a total outstanding amount of CI\$9,203.47. If the Defendant pays this sum to the Plaintiff within the time allowed for returning the Acknowledgment of Service plus legal costs, service and filing fees, any further proceedings will be stayed.**

**THIS PLAINT** was filed by Brooks & Brooks for and on behalf of the Plaintiff herein whose address for service of process is Two Artillery Court Shedden Road George Town Grand Cayman

**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO. SC      OF 2023**

**BETWEEN:**BROOKS & BROOKS LTD T/A Brooks & Brooks Attorneys At Law  
Plaintiff

**AND:** SARAH BUSHEA  
Defendant

**ACKNOWLEDGEMENT OF SERVICE**

State defendants name and address:

State whether the defendant intends to contest the action:

If you do not intend to contest the action, do you want time in which to pay the claim?

If you do intend to contest the action. In whole or in part, you must set out full particulars overleaf.

**Service of the Plaintiff is acknowledged accordingly.**

Defendant's signature

Dated this      day of

**See overleaf**

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraphs are the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

AND the defendant claims:

Defendant's signature

REMINDER: This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.