



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2024

BETWEEN:

THE PROPRIETORS OF STRATA PLAN NO. 7

PLAINTIFF

AND

KATHLEEN TAN

DEFENDANT

WRIT OF SUMMONS

TO: KATHLEEN TAN of Apartment A, 3692 Country Club Drive, Long Beach, CA 90807, USA

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of c/o BCQS Property Management Ltd, Whitehall House, 2nd Floor, PO Box 871, Grand Cayman, Cayman Islands 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, KT1-1106, 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 Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein any intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 17th day of April 2024.

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.

This **WRIT AND STATEMENT OF CLAIM** was filed by Nelsons whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: CF/4351-00003)

STATEMENT OF CLAIM

1. The Plaintiff is a body corporate established pursuant to section 5 of the Strata Titles Registration Act (2013 Revision) (the "Act") and is made up of the proprietors, at any given time, of the strata lots comprising strata plan no 7 (the "Strata Plan"), being the condominium development known as Lime Tree Bay.
2. At all material times, the Defendant was and is the registered proprietor of one of the Strata lots forming part of the Strata Plan, namely Block 11D, Parcel 94/1/2H11, known as Apartment 14 Lime Tree Bay (the "Property").
3. The control, management, administration, use and enjoyment of the Strata lots and common property that form part of the Strata Plan, including the Property, is regulated by its the bye-laws registered against the Strata Plan (the "Bye-Laws").
4. Pursuant to the Bye-Laws:
 - 4.1. clause 35(b), the Defendant is required to pay to the Plaintiff all rates, taxes, charges, outgoings and assessments levied by the Plaintiff in respect to the Property within 14 days of demand;
 - 4.2. clause 35(c), the Defendant is required to pay the Plaintiff their due proportion of all other costs and expenses incurred by the Plaintiff in connection with the performance of its duties under the Act and the Bye-Laws within 14 days of demand;
 - 4.3. clause 35(c)(I), the Defendant is required, in the event of payment not being made within 14 days of demand, to pay interest at the rate of 2% per annum above the Prime Rate prevailing in the United States of America at the time of default which such interest shall accrue on a daily basis until payment.
5. The Plaintiff levies the contributions that the Defendant is required to pay the Plaintiff by issuing monthly invoices to the Defendant that record the amount payable that month and any amounts that the Defendant might be in arrears.

This **WRIT AND STATEMENT OF CLAIM** was filed by Nelsons whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: CF/4351-00003)

6. Each invoice sent to the Defendant constitutes demand for payment of the amounts due pursuant to that invoice.
7. In 2023 the Plaintiff purchased the freehold of the Strata Plan in the amount of CI\$5,025,833.00. The freehold purchase was billed to all owners on 1 October 2023 and was due by 1 December 2023. The invoice to the Defendant was based upon the unit entitlement for that unit, as part of the overall cost of the freehold. The invoice dated 1 October 2023 to the Defendant was in the amount of CI\$113,351.72. As at the date of this Writ, the Defendant is in arrears to the Plaintiff in the sum of CI\$116,469.18, including interest due under Bye-Law 35(c)(I) (the "Freehold Debt").
8. In relation to the monthly strata fees, the Defendant is in arrears to the Plaintiff in the sum of CI\$26,696.44, including interest due under Bye-Law 35(c)(I) (the "Strata Fee Debt").
9. The Defendant has breached the Bye-Laws by failing or refusing to pay the Freehold Debt and the Strata Fee Debt.
10. By reason of the Defendant's breach of the Bye-Laws the Plaintiff has suffered loss and damage and seeks to enforce its rights against the Defendant in accordance with the said By-Laws.

Particulars of Loss

Freehold Debt

The Plaintiff has suffered in the amount of the Freehold Debt being CI\$116,469.18 as at 17 April 2024.

Strata Fee Debt

The Plaintiff has suffered in the amount of the Strata Fee Debt being CI\$26,696.44 as at 17 April 202.

This **WRIT AND STATEMENT OF CLAIM** was filed by Nelsons whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: CF/4351-00003)

The Plaintiff is entitled to the payment of the Freehold Debt and the Strata Fee Debt and contributions that it levies together with interest up to the date of trial. Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

Legal Expenses

By reason of the Defendant’s breach of the By-Laws the Plaintiff has incurred legal expenses for which the Defendant is, in accordance with Clause 35(c)(II), required to pay on a full indemnity basis.

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

Professional fees and disbursements – Nelsons Attorneys-at-Law - CI\$1,500.00.

Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

- 11. Further, the Plaintiff seeks and is entitled to interest from the date of filing this Writ until the date of judgment and post-judgment interest in accordance with clause 34(c)(I) of the Bye-Laws the particulars are set out in the table below and continuing at the daily rate of CI\$4.18 until judgment or sooner payment calculated as follows:

The Freehold Debt		Rate	Days	Daily Rate
Statement Amount	CI\$116,469.18	10.5%	47	CI\$33.50
Interest since last statement	CI\$1,574.73			
Start Date	1 March 2024			
End Date	17 April 2024			

The Strata Fee Debt		Rate	Days	Daily Rate
Statement Amount	CI\$26,696.44	10.5%	47	CI\$7.68
Interest since last statement	CI\$360.95			
Start Date	1 March 2024			
End Date	17 April 2024			

This **WRIT AND STATEMENT OF CLAIM** was filed by Nelsons whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: CF/4351-00003)

11. Alternatively, the Plaintiff seeks and is entitled to interest pursuant to section 34(1) of the Judicature Act (2021 Revision) from and to such dates, and in such amounts, and at such rates, as this honourable Court thinks just.

AND THE PLAINTIFF CLAIMS:

The Freehold Debt:

1. CI\$116,469.18;
2. Interest on the following terms:
 - a. CI\$1,574.73 to the date of the Writ;
 - b. CI\$33.50 per day from the date of the Writ to the date Judgment is entered;
 - c. Post-Judgment interest from the date of judgment until the date payment of the judgment debt in full.
3. Interest continuing at the daily rate of CI\$33.50, as set out in paragraph 10 above, alternatively at such rate from such date and on such amount as this honourable Court thinks just.

The Strata Fee Debt:

4. CI\$26,696.44;
5. Interest on the following terms:
 - a. CI\$360.95 to the date of the Writ;
 - b. CI\$7.68 per day from the date of the Writ to the date Judgment is entered;
 - c. Post-Judgment interest from the date of judgment until the date payment of the judgment debt in full.
6. Interest continuing at the daily rate of CI\$7.68, as set out in paragraph 10 above, alternatively at such rate from such date and on such amount as this honourable Court thinks just.

This **WRIT AND STATEMENT OF CLAIM** was filed by Nelsons whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: CF/4351-00003)

7. Costs on an indemnity basis pursuant to clause 35(c)(II) of the Bye-Laws.
8. Such further and/or other relief as this honourable Court deems appropriate.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **CI\$146,601.30** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.

Nelsons

Nelsons
Attorneys for the Plaintiff

Plaintiff's address for service:

Nelsons, The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands.

This **WRIT AND STATEMENT OF CLAIM** was filed by Nelsons whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: CF/4351-00003)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2024

BETWEEN:

THE PROPRIETORS OF STRATA PLAN NO. 7

PLAINTIFF

AND

KATHLEEN TAN

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

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.

1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

YES

NO

3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)

YES

NO

4. If you intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Writ is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____ 2024

This **WRIT AND STATEMENT OF CLAIM** was filed by Nelsons whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: CF/4351-00003)

PARTICULARS OF DEFENCE

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

Defendant's Signature

REMINDER – This form must be delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.

This **WRIT AND STATEMENT OF CLAIM** was filed by Nelsons whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: CF/4351-00003)

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

Nelsons
The Grand Pavilion
802 West Bay Road
PO Box 30069
Grand Cayman
Ref: CF/4351-00003

Indorsement by defendant’s Attorney (or by defendant if acting in person) of his name, address and reference, if any, in the box below.

[Empty box for defendant's attorney indorsement]

This **WRIT AND STATEMENT OF CLAIM** was filed by Nelsons whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: CF/4351-00003)

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE

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 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 Acknowledgement 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 installments 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 Acknowledgement of Service and return it to the Court's 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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.