



GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

Cause No. G 0109 OF 2025

LINDA FRYE

APPLICANT

-and-

Eric Bradley

RESPONDENT

 WRIT OF SUMMONS

TO: Eric Bradley
2190 E.Joy Road
Ann Arbor Michigan
United States of America

THIS WRIT OF SUMMONS has been issued against you by the above-names Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, 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 an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued on this 10th day of April 2025.

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

This **Writ of Statement of Claim** was issued by the Plaintiff as litigant-in-person whose address for service is P.O. Box 1797, West Bay Road

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

Cause No: G ___ of 2025

BETWEEN:

LINDA FRYE (Plaintiff)

AND:

ERIC BRADLEY (Defendant)

STATEMENT of CLAIM**1. Parties and Property**

1. The Plaintiff: Linda Frye ("the Plaintiff") is an individual and the registered proprietor of a condominium property known as Block 11D Parcel 1/11H65, located in Grand Cayman, Cayman Islands (the "Property"). The Plaintiff has held legal title to the Property for over 36 years, maintaining uninterrupted ownership during that time.

2. The Defendant: Eric Bradley ("the Defendant"), an individual residing at 2190 E.Joy Rd, Ann Arbor Michigan, United States of America. At all material times, the Defendant held himself out as a Broker or agent in relation to the Plaintiff's Property, despite not being licensed or authorized in the Cayman Islands. The Defendant has no ownership interest in the Property.

3. Background of the Property: The Property is the Plaintiff's long-term investment and residence (held either for personal use or rental income). The Plaintiff's interest in the Property is recorded on the Cayman Islands Land Register free of any lawful encumbrances, save for a caution lodged by the Defendant as detailed below. (A copy of the Land Register showing the Plaintiff's title will be produced; See Exhibit 2.)

2. The Agreement and Its Lapse

4. Solicitation of Sale (2014): In or about 2014, the Defendant approached the Plaintiff under false pretenses, claiming He and a long time friend of hers (Mike Scarfo, wanted to purchase my condo (Mike could pay cash for it). Plaintiff told him it was NOT FOR SALE). The Defendant represented himself as a capable broker who could facilitate a quick and profitable sale. Defendant told Plaintiff SHE would MANAGE the condo rentals for the 2 of them. (It was

a Lie to get a signature on the contract he wrote). Those conditions were the ONLY reason she even considered Eric Bradley's persistent attempts to get her Cayman Condo. Relying on these representations, and after repeated solicitations by the Defendant, the Plaintiff agreed in principle to consider selling the Property.

5. Execution of the Sales Contract: On May 30, 2014, the Defendant presented the Plaintiff with a written contract for the sale of the Property (the "Agreement"). The Defendant pressured the Plaintiff to sign the Agreement immediately, telling her it was not a 'Real Contract' so he didn't allow her to show it to a Lawyer as she wanted to do. The Plaintiff signed the Agreement, under Duress and coercion, as a result of the Defendant's insistence and assurances and undue influence exerted by the Defendant. The Plaintiff was not represented by an attorney at the time of signing. (A true copy of the signed 2014 Agreement is attached as Exhibit 1.)

6. Misrepresentation of Terms and Parties: The Defendant misrepresented material terms of the Agreement and the identity of the purported buyer. He assured the Plaintiff that the buyer was ready to perform, when in fact the Defendant had no commitment from Mike, the buyer, and was himself the de facto purchaser along with some Buyer from China who Plaintiff had never met or talked to; and to this day never had a conversation with the Chinese buyer he didn't disclose. Key terms of the sale – including the purchase price, closing date, and conditions – were misrepresented or not explained. The Plaintiff signed the Agreement based on the Defendant's false assurances that Mike and Eric were Buyers and Plaintiff was going to MANAGE the condo for them; no mention of the woman from China; Eric indicated that she would promptly receive full payment. Since Defendant TOLD Plaintiff what was in the contract, turned to the back page and said "Sign Here", she did NOT get to read the contract and find out that what Eric Claimed was in the contract, was NOT in the contract; and he put other things in the contract that were not agreeable, rather to her detriment. Neither Eric Bradley or the Chinese woman are QUALIFIED Buyers; Mike Scarfo was the only Qualified buyer. Turns out he didn't even know about this; according to Eric's lawyer, Mike was Never Part of this deal.

7. Unauthorised Alterations: After execution, the Defendant unilaterally altered and attempted to vary the Agreement without the Plaintiff's knowledge or consent or Authorization. The Plaintiff never agreed to any such modifications, changing Buyers, changing terms and never signed any amendment or addendum to the Agreement. Defendant also illegally lodged a Caution against Plaintiff's property without her knowledge or permission clouding her Title.

8. Defendant's Non-Performance and Contract Lapse: The Defendant failed to perform his obligations under the Agreement; the Defendant did not secure financing or take genuine steps toward closing, paid only a small portion of the deposit, had NO Cayman contract (required), and was incapable of closing by the expiration date of November 30, 2015. No completion of the Agreement occurred. The Defendant Defaulted on the Agreement, as it lapsed on November 30, 2015, without any sale or transfer of the Property. The Plaintiff did not grant any extensions of time; accordingly, the Agreement became null and void upon its expiry.

3. Unlawful Lodging of Caution

9. Caution Registered in 2016: In late July 2016, the Defendant, despite having no valid interest in the Property (the Agreement having expired), registered an Illegal Caution against the Title of the Property using the Expired MICHIGAN Contract, with the Cayman Islands Land Registry (the "Caution"). The Caution was registered by the Defendant to prevent any dealings with the Property's Title without notice to the Plaintiff. The Plaintiff was alarmed to discover many months later that the Defendant had taken this step.

10. Improper and Groundless Encumbrance: The lodging of the Caution by the Defendant was unlawful and groundless. At the time the Caution was registered, the Defendant had no existing contract or legal right relating to the Property – the MICHIGAN Agreement had expired, was not Valid in Cayman, and conferred no continuing interest. The Defendant nevertheless falsely represented to the Land Registry that he had an interest to protect. The Caution was therefore lodged under false pretenses and in bad faith. EXHIBIT 2

11. Refusal to Remove Caution: The Plaintiff has repeatedly demanded that the Defendant remove or withdraw the Caution. The Registrar also wrote to him telling him to Remove his illegal Caution. The Defendant has willfully Refused to remove the Caution, despite having no lawful basis to maintain it. As a result, the Caution remains on the Land Register to this day, tying up the property for the last 9 years, **improperly encumbering the Plaintiff's title** to the Property. The continued presence of the Caution has effectively frozen the Plaintiff's ability to exercise her rights as owner.

4. Foreign Proceedings and Conflicting Judgments

12. Michigan Lawsuit Initiated: After the collapse of the sale, the Defendant pursued legal action against the Plaintiff in Cayman Court, trying to FORCE Plaintiff to sell him her Cayman Condo at HALF the money she had in the condo, Using the Expired Michigan Contract.

Judge Carter informed Defendant that he could NOT use a MICHIGAN contract to purchase a CAYMAN Property, and besides that, it is EXPIRED! Judge Carter's Order in 2018 awarded Plaintiff her legal fees, which Defendant never paid. In 2019, the Defendant commenced a civil lawsuit in the State of Michigan (the "Michigan Proceedings"), based on the purported 2014 MICHIGAN Agreement. The Defendant sought to enforce the lapsed Agreement as though it were valid, with a MICHIGAN Judge who has NO Jurisdiction in Cayman and without the Plaintiff's genuine participation.

13. Specific Performance Judgment in Michigan: The Michigan Proceedings culminated in a judgment in favor of the Defendant, purporting to award Specific Performance of the expired MICHIGAN Agreement (not Valid in Cayman). On August 6, 2019, the Circuit Court in Michigan entered a judgment ordering the Plaintiff to convey title of her Cayman Property to the Defendant. He did NOT PAY for the property. (Theft) The Defendant had committed PERJURY, lied in Michigan Court under Oath, in order to get the WRONGFUL JUDGEMENT. He said I came to him trying to sell my condo and he accepted my offer, and that I didn't show up at Closing. (There was NO closing; he didn't show up either. The Judge based his verdict on these lies told in court. The Michigan Judgment was obtained ex parte; it directly conflicts with the true status of the Agreement (which was void) and the Jurisdiction of this Honorable Court over Cayman Islands property. (A copy of the Michigan Judgment will be produced as **Exhibit 3.**)

14. Obtained by Perjury and Fraud: The Defendant obtained the Michigan Judgment through Perjury, Fraudulent misrepresentations, and other Misconduct. In the Michigan Proceedings, the Defendant gave false testimony and presented misleading documents, including falsely asserting that the Plaintiff was in breach of a valid contract and that the Defendant was ready, willing, and able to complete the purchase. (NOT TRUE). The Defendant failed to disclose to the Michigan court that the Agreement had expired 4 years ago, that he had not Paid for the condo, and that he had coerced the Plaintiff to sign under duress and with no legal representation. The Defendant also misled the court about service and notice to the Plaintiff, resulting in the Plaintiff not being heard. Except for the **Defendant's perjurious and fraudulent conduct**, no such judgment would have been granted.

15. Conflict of Judgments and Jurisdiction: The Michigan Judgment improperly attempts to adjudicate rights to Cayman Islands real property, which is outside the jurisdiction of the Michigan court. The existence of this foreign judgment has created a direct conflict: on one hand, the Plaintiff's Cayman title (though burdened by the Wrongful Caution)

shows her as the sole owner with a Caution lodged with an expired Agreement; on the other hand, the Defendant holds a Michigan Judgment, Erroneously declaring entitlement to her Property (with the use of PERJURY). This conflicting situation has caused legal uncertainty and clouded the **Plaintiff's title**. The Plaintiff maintains that the Michigan Judgment is null, void and unenforceable in the Cayman Islands due to the Defendant's fraud and lack of jurisdiction, and the Plaintiff brings this action in part to so declare and prevent the Defendant from profiting by his Fraud.

5. Continued Prejudice and Loss

16. **Cloud on Title:** The Defendant's actions – namely the Wrongful Caution and the Michigan Judgment – have continuously prejudiced the Plaintiff's rights in the Property since 2016. The Caution has **prevented the Plaintiff from transferring, mortgaging or selling to a QUALIFIED Buyer.** (Eric Bradley is NOT a QUALIFIED Buyer). Any prospective sale or refinancing has been obstructed, as the Land Registry will not register a new transfer or charge while the Caution is in place. The Plaintiff has thus been unable to realize the value or EQUITY in her asset or to obtain liquidity using the Property as security.

17. **Lost Opportunities and Financial Loss:** As a direct result of the Defendant's conduct, the Plaintiff has lost significant financial opportunities. For example, the Plaintiff is unable to accept or pursue other bona fide offers from QUALIFIED BUYERS to purchase the Property in the years following 2016, because of the Illegal Caution and the specter of the Michigan Judgment for Specific Performance of a MICHIGAN Contract, not valid to Purchase Cayman Property. This makes any transaction impossible. The Plaintiff also attempted to Refinance the Property to raise capital for Legal needs, but was **denied financing due to the Caution and unresolved illegal claim.** The loss of ability to do ANY transactions has caused the Plaintiff substantial economic loss, including lost sale opportunities and business opportunities.

18. **Emotional Distress and Inconvenience:** The Defendant's harassment and interference have caused the Plaintiff considerable stress, anxiety, and inconvenience. For over a decade the Plaintiff has been forced to live under the shadow of an illegitimate claim on her Property. She has expended time and money in efforts to clear her Title and defend her rights, including consulting legal counsel in the Cayman Islands and the USA. The situation has disrupted the Plaintiff's personal and financial plans (for instance, plans for retirement or estate planning involving the Property). The Plaintiff has also incurred legal fees and expenses in both jurisdictions as a result of the Defendant's vexatious actions. The continued cloud on the title

and the Defendant's attacks have caused the Plaintiff mental anguish, torment and health problems caused by the stress the Defendant has caused her ever since 2014 with his ongoing harassment. He hacked her VRBO website, tried to collect money from her clients, tried to divert payments to his OWN bank account instead of her bank account (fraud); He also tried to take a Reverse Mortgage on her Michigan house to steal her 50 years of EQUITY in her house. There were also MANY other attacks on her to disrupt her life and create anxiety.

6. Relief Sought Concerning the Michigan Judgment

19. Need for Cayman Relief: In light of the above, the Plaintiff seeks specific relief from this Court to neutralize and remedy the effects of the Michigan Judgment, which was improperly obtained by committing Perjury. The Plaintiff respectfully requests that this Honorable Court make orders to ensure that the Fraudulent & Wrongful Michigan Judgment cannot be used to the Plaintiff's detriment. In particular, the Plaintiff seeks:

- o **Non-Recognition Declaration:** A declaration that the judgment dated August 6, 2019 obtained by the Defendant in the Michigan Proceedings (the "Michigan Judgment") is not recognized or enforceable in the Cayman Islands, on the grounds that it was procured by fraud and pertains to Cayman Islands property beyond the jurisdiction of the Michigan court.
- o **Anti-Enforcement Injunction:** An injunction order restraining the Defendant from taking any steps to enforce, domesticate, or otherwise give effect to the Michigan Judgment against the Plaintiff or the Property, whether in the Cayman Islands or in any other jurisdiction. This includes prohibiting the Defendant from using the Michigan Judgment as a basis to support the Caution or any new caution, lien, or legal action against the Property.
- o **Ancillary Orders:** Such further or ancillary orders as may be necessary to effectuate the above, including (if deemed appropriate by this Court) an order directing the Defendant to formally vacate or discharge the Michigan Judgment in the Michigan court, and to cease and desist from any claims against the Plaintiff in foreign courts with respect to the Property or the expired Agreement.

20. Preservation of Plaintiff's Rights: The Plaintiff avers that the foregoing relief is warranted to protect the integrity of Cayman Islands jurisdiction over Cayman property and to prevent the Defendant from benefitting from a fraudulently obtained foreign decision. The Plaintiff does not seek to relitigate the Michigan case on the merits in this Court, but rather to prevent injustice and irreparable harm to her Cayman Property rights caused by the Defendant's misuse of that foreign forum.

7. Causes of Action

21. Repeat of Allegations: The Plaintiff repeats and realleges paragraphs 1–20 above as if set out in full herein. The facts and matters described above give rise to multiple causes of action against the Defendant under Cayman Islands law. Without pleading an exhaustive list of legal theories at this time, the Plaintiff asserts that the Defendant's conduct constitutes the following causes of action (among others):

o **Fraudulent Misrepresentation (Deceit):** The Defendant made false representations of fact, knowingly or recklessly, with the intent to induce the Plaintiff to act to her detriment. In particular, the Defendant misrepresented the existence of a bona fide buyer (Mike Scarfo, who didn't even know that Eric baited Plaintiff with Mike's name to get a signature), and the true terms of the sale, inducing the Plaintiff to sign the Agreement. The Plaintiff relied on these false pretenses and has suffered loss as a result.

o **Duress and Undue Influence:** The Defendant exerted unlawful pressure and coercion on the Plaintiff to procure her signature on the Agreement. The Plaintiff's consent to the sale was not truly free or informed, having been obtained through undue influence (e.g. high-pressure tactics and manipulation of the Plaintiff's trust). This renders the Agreement voidable and unenforceable, & makes the Defendant liable for the tort of intimidation/coercion causing loss.

o **Breach of Contract:** To the extent the Defendant is considered a party to or guarantor of the Agreement, he breached the Agreement by failing to complete the purchase of the Property by the agreed closing date. The Defendant's default under the contract caused the Plaintiff damage (including lost time and opportunities while the Property was tied up). In the alternative, if the Defendant is viewed as an agent for an undisclosed principal, he may be held personally liable for the principal's non-performance.

o **Fraudulent Alteration and Forgery:** The Defendant, without authorization altered the Agreement and related documents, effectively committing forgery and fraud. His unauthorized changes to a signed contract constitute a fraudulent act and an attempt to mislead the Plaintiff and others as to the true terms. This conduct gives rise to liability in fraud and/or the tort of falsification of documents causing loss.

o **Wrongful Caveat / Slander of Title:** The Defendant wrongfully lodged the Caution against the Property with malice and without any lawful claim, thereby slandering the Plaintiff's title. The publication of this false claim on the Land Register has directly caused damage to the Plaintiff by impeding her ability to deal with her Property. The Defendant is liable for the tort of slander of title (or analogous wrongful caveat) and the Plaintiff is entitled to an order for removal of the Caution and damages.

o **Abuse of Process and Fraud on the Court:** By initiating and prosecuting the

Michigan Proceedings on a void contract and false evidence, the Defendant abused the legal process. His actions constitute a fraud on the court (both the Michigan court and an attempted fraud on this Cayman Court, to the extent he seeks to give effect to that judgment) and malicious prosecution. The Plaintiff has suffered damage to her interests and reputation as a result of the Defendant's misuse of judicial proceedings.

o **Harassment and Intentional Infliction of Emotional Distress:** The Defendant has engaged in a prolonged campaign of harassment against the Plaintiff, through attacks, baseless legal actions, and the maintenance of the unlawful Caution, all intended (or at least knowing likely) to cause distress and force the 77 year old Plaintiff to capitulate to his demands. This course of conduct was extreme and outrageous, exceeding all reasonable bounds of decency, and has caused the Plaintiff severe emotional distress for which the Defendant is liable in damages or subject to injunctive relief.

22. Relief per Causes of Action: As a result of the above causes of action, the Plaintiff is entitled to relief including rescission/voidance of the Agreement (to the extent not already void), removal of the Caution, declaratory relief and injunctions as stated, and an award of damages. The specific relief sought is set out below for clarity, but is claimed cumulatively under each and all of the foregoing causes of action as applicable.

8. Additional Fraudulent Conduct, Harassment, and Judicial Misconduct

23. Further Fraudulent Conduct: In addition to the misrepresentations and contract alterations already described, the Defendant engaged in other fraudulent conduct affecting the Plaintiff. On information and belief, the Defendant fabricated or tampered with documents and communications to bolster his false claims. For example, the Plaintiff has learned that the **Defendant presented a distorted version of the Agreement** in the Michigan court, which included terms that were never part of the original Agreement the Plaintiff signed. The Defendant also falsely informed third parties (and possibly Cayman authorities) that the Plaintiff was bound by a sale or that litigation was ongoing, thereby spreading false information about her legal rights. This pattern of deceit demonstrates the Defendant's intent to defraud both the Plaintiff and judicial systems for personal gain.

24. Harassment and Intimidation Tactics: The Defendant's behavior toward the Plaintiff over the years amounts to harassment. He & his Michigan lawyer have sent the Plaintiff numerous threatening communications, including demands that she "honor" the void contract or face legal consequences. The Defendant has threatened to cloud the title indefinitely and to ruin the Plaintiff financially. He has attempted to make her look bad in court, attempted to pressure and embarrass her. The Defendant's lodging of the Caution and pursuit

of the Michigan case were themselves calculated to harass, as they had little purpose other than to intimidate the Plaintiff and wear her down. The Plaintiff has felt unsafe and beleaguered due to the Defendant's incessant actions, which have been deliberately oppressive. He hasn't spoken to me since 2015 when he defaulted, he just operates behind my back with his attacks and attempts to mislead courts, hurt me, & deceive VOG Office.

25. Misconduct in Judicial Proceedings: The Defendant's misuse of the Michigan court process is a glaring example of judicial misconduct (on his part) that has compounded the Plaintiff's problems. The Defendant gave perjured statements, stated false information on his affidavits, and in court, failed to candidly disclose material facts in the Michigan Proceedings. Furthermore, when the Plaintiff attempted to challenge or overturn the Michigan Judgment, the Defendant continued to mislead the courts, defending the judgment with false statements rather than correcting the record. The Defendant's conduct has not only harmed the Plaintiff but also constituted an abuse of the justice system.

9. Further Specific Allegations and Additional Facts (First-Hand Account)

26. Initial Contact and False Promises: The Plaintiff recalls that she went to the Lending Company where Eric works and APPLIED FOR A LOAN. (NOT to sell my condo as Eric Lied in Court). Plaintiff presented her credentials, list of assets, etc; Eric Bradley said he wanted to buy my condo; I told him it wasn't for sale. He was persistent, baiting me with a Friends name who he said could pay cash for it and promised I would MANAGE it for them and get some use. That's the ONLY reason I considered selling. I had NOT planned to sell my condo to him or anyone else. He was the one soliciting my condo when I was unstable, vulnerable and distressed. He said he would take care of Everything, including value and legal fees, so I could continue caring for my Mother. I was feeling pressured; He said it wasn't a Real Contract so he was able to coerce me to sign without reading it or showing a Lawyer. He wanted me to sign Quickly before I had time to think. I reluctantly signed his Agreement, but when I found out what he told me was NOT in the Agreement, I got nervous and wished I had not signed; he assured me that everything we talked about would be in the FINAL contract, just stringing me out. Eric has not been honest with me since Day one. It was strange that he didn't want me to show a Lawyer the contract.

27. Experience After Signing: Almost immediately after signing, the Plaintiff began to sense something was amiss. The Defendant became evasive about providing the Plaintiff

9

with a fully countersigned copy of the Agreement. He said he wanted to make an anonymous Cayman company to funnel all his income into, including MY condo, in order to avoid paying USA TAXES. I did not want my condo in his investment Company.

The Defendant had devious intentions. A month AFTER his Agreement Expired, he showed up with a 'Cayman Contract', trying to get me to sign it. He had changed the Buyers again (Novation) to a Company Called Crystal Blue Vacations. **EXHIBIT 4**. It was the first of his Fake Contracts, trying to trick me into getting involved again. I refused to sign anything for the 'Company'. My Cayman lawyer looked up the company in National Registry and found out the company didn't even EXIST. It was a 'Ponzi Scheme'. The Lawyer said if I had put my condo in his Anonymous Cayman Company and he quit paying, I wouldn't be able to collect a cent with Cayman privacy laws. The Plaintiff later discovered that the Defendant had, without any permission, communicated to the Land Registry and others that he (the Defendant) had an equitable interest in the Property. The Plaintiff never authorized any extension, or Defendant interest in her property.

28. Discovery of the Caution: In late 2016, after the agreed closing deadline passed with no payment, the Plaintiff considered the matter closed, gave a Default notice and attempted to move on. However, when she explored refinancing the Property in 2016, the Plaintiff was shocked to learn from a title search that the Defendant had lodged a Caution against her title (**Exhibit 2**). This was the first time the Plaintiff fully understood the extent of the Defendant's malfeasance. **The Plaintiff had never given the Defendant permission to encumber her title.** She immediately contacted the Registrar and complained about the illegal Caution. The Registrar wrote to Defendant, demanding a removal of the illegal Caution. The Defendant responded with defiance -- he insisted that he "still had a deal in force" or a claim to the Property, and that he would remove the Caution only if the Plaintiff agreed to sell the Property to him on his terms. The Plaintiff refused these extortionist demands.

29. Foreign Legal Ambush: In 2019, the Plaintiff was ambushed with notice of the Michigan Judgment. Until then, the Plaintiff had not been properly served with any Michigan court documents. On Aug. 6, 2019 a Michigan court rendered a judgment ordering her to transfer the Property. This news caused the Plaintiff great distress, as she had never had the opportunity to defend herself in Michigan and the proceedings had been conducted without her input & behind her back (on purpose). On investigating, the Plaintiff learned that the Defendant had untruthfully told the Michigan court that she was evading service and that the contract was still enforceable. She also learned that the Defendant gave testimony in

Michigan that was completely false – for example, he stated that he had paid a purchase deposit and that the Plaintiff had reneged on the deal without cause. Outraged and alarmed, the Plaintiff immediately sought Cayman legal advice to protect her rights.

30. Ongoing Impact on the Plaintiff. Throughout this prolonged saga, the Plaintiff has acted in good faith and simply sought to preserve her property rights. The Defendant's fraudulent schemes and harassment have taken a toll on the Plaintiff's well-being. She has felt trapped by the Caution and the foreign judgment, unable to move forward with her life or make decisions about the Property. The Plaintiff's trust in others has been shaken; what began as a naive trust in the Defendant's proposal turned into a multi-year nightmare. The Plaintiff has been forced to become embroiled in complex legal matters in multiple jurisdictions to clear her name and title. Despite the hardship, the Plaintiff has remained steadfast in asserting the truth: that the Agreement was void, that the Defendant has no right to her Property, and that the Defendant's actions & Michigan Judges ruling are Wrongful. This Statement of Claim represents the Plaintiff's first opportunity in the Cayman Islands to comprehensively set out her case and seek justice for the harm the Defendant has caused.

10. Statement of Truth

The Plaintiff believes that the facts stated in this Statement of Claim are true.

Dated this 11 day of April 2025.



Linda Frye, Plaintiff

AND THE PLAINTIFF CLAIMS:

1. An order that the Caution lodged by the Defendant against Block 11D Parcel 1/11H65 be vacated, canceled, or removed forthwith by the Registrar of Lands, restoring the Plaintiff's title to the Property free of encumbrance.
2. A declaration that the Michigan Judgment obtained by the Defendant is void, not recognizable, and unenforceable in the Cayman Islands, and that the Defendant has no right or interest in the Property arising from the purported Agreement or said judgment.
3. Permanent injunctive relief restraining the Defendant from maintaining any caution or caveat against the Property and from commencing or pursuing any legal action (in the Cayman Islands or elsewhere) that would seek to enforce the expired Agreement or the Michigan Judgment against the Plaintiff or her Property.

(11)

4. Damages in an amount to be assessed by the Court, including general damages for fraud, misrepresentation, and harassment, and aggravated and/or exemplary damages in view of the Defendant's willful, malicious and fraudulent conduct.
5. Interest on any damages awarded, at such rate and for such period as the Court deems just, pursuant to statute or the Court's equitable jurisdiction.
6. The costs of this action, to be paid by the Defendant on an indemnity basis or such basis as the Court thinks fit.
7. **Such further or other relief** as this Honorable Court deems just and appropriate in the circumstances.

12

Eric Lawsuit (partial)

1 message

Linda Frye <lindafrye1025@gmail.com>
To: Linda Frye <lindafrye1025@gmail.com>

Thu, Apr 3, 2025 at 10:01 PM

1.1 Plaintiff:

Linda Frye (Plaintiff) is an individual and the registered Owner of a condominium property in Grand Cayman, Cayman Islands, known as BLOCK 11D Parcel 1/11H65. Plaintiff has held good and marketable Title to the property for 36+ years.

1.2. Defendant: is an individual who, in 2014 expressed a desire to buy Plaintiff's property. Defendant is believed to be domiciled at 2190 East Joy Road, Ann Arbor, Michigan, USA

2. The Agreement & its Lapse

2.1 Plaintiff had applied for a LOAN for dying mother's hospital expenses at a Lending company where Eric works. Plaintiff supplied necessary Credentials and was assured by Eric Bradley he could get her a LOAN. He saw her assets and said he wanted to buy her Cayman Condo. She said it was NOT for Sale. Eric Bradley pressured Plaintiff when she was distressed & under duress. He said he's a Broker and can write up a contract. He made the Deal more tolerable by promising Mike scarfo (20 year friend of Plaintiff) and He would be Buyers and I would MANAGE the condo for them, get to use it occasionally, and we would all be friends. That blatant LIE and empty promises was the ONLY reason I agreed to sell the condo; Eric said it would be the best thing for my Mother. I told him I had no idea what the condo value was after 3 decades. He offered to research the price and pay all legal expenses so I wouldn't have to spend time away from caring for my mother. On May 30, 2014 Eric wrote a contract for me to sign. He made me back date it. I told him I needed to show a Lawyer because I was in no mental condition to understand anything legal. (He could see I was vulnerable and unstable). He turned to the back page and said Sign here (I didn't even get to READ it; he just told me what the contract said: He & Mike were Buyers & I was MANAGING it for them and would get some use of it. (Lie).

He yelled JUST SIGN IT!! ITS NOT EVEN A REAL CONTRACT! He would Not let me show a lawyer; but said I could show a lawyer the Final Contract. He said Mike couldn't sign now because he is 'out of town', but would sign the Real Final Contract. He coerced me to sign without READING it. He acted like he was trying to help me (but he wasn't). When I read it later, None of the things he told me were in the contract and he had slipped in many things I didn't agree to without telling me, including another Buyer from China who I never met or talked to. He said everything would be Corrected on the Final Contract where Everybody Agrees on Everything. (didn't happen). He had Baited me with Mike's name to get my signature even though Mike was NEVER part of this deal according to Eric's Lawyer. There were many flaws in the Contract which stated the property was FREEHOLD; It is a CROWN LEASE. See Contract EXHIBIT 1

2.2 The 'Contract' EXPIRED on November 30, 2015. Eric was unable to complete the deal, didn't have the rest of the Deposit and Didn't have a Cayman Contract. He begged for an extension but I didn't extend the Contract because by then I realized I was being scammed. He had cheated me on the price of \$625K. I didn't think the value went down in 30 years; I had 1.2 Million in the condo; Mike was not a Buyer and was the ONLY one who Qualified to buy anything. Neither Eric or the Chinese woman provided any credentials to prove they were qualified buyers (they were NOT). They don't even qualify for a loan, but expected ME to owner-finance them for 30 years. I WILL NOT!!! Eric was MAD and hasn't talked to me for the last TEN YEARS!. I only saw the Chinese woman a couple times in 2014, have NEVER had a conversation with her and with all the devious acts they have tormented me with, I will not sell them ANYTHING. I even tried to return the deposit (which is legally mine) after THEY DEFAULTED, but they refused to take it and acted like contracts never Expire. They sued me in Cayman court trying to FORCE me to sell to them. They were told in Cayman Court by Judge Carter that they can NOT use a MICHIGAN Contract to purchase a Cayman property. Judgement was in my favor and they were Ordered to pay my legal expenses for their attack on me. They Defied the ORDER and paid NOTHING. The Michigan Contract is Not VALID in Cayman. They took me to Michigan court where Eric was a friend of the judge and used the Judge's Student as his lawyer. They Lied in Court under Oath (PERJURY), to get a Judgement of Specific Performance on the MICHIGAN Contract (not valid in Cayman). The Michigan Judge has NO Jurisdiction in Cayman and has NO Authority to declare the Michigan Contract Valid to purchase Cayman Property. Eric told me in the beginning that it wasn't a REAL CONTRACT, but

after he got my signature he tried to MAKE it a Real Contract. Eric lied in Court saying I came to his office trying to sell my Cayman condo to him and he accepted my offer. I offered him NOTHING; I went to his office and applied for a LOAN for my Dying mother;s hospital expenses. Eric also lied and said I didn't show up at Closing; He didn't either. There was NO CLOSING, no time, date or place. He told other lies as well to get his Judgement. (Lots of PERJURY) When I and my lawyer complained, we were silenced by the Judge; my lawyer said this case was obviously pre-determined before we ever walked into the courtroom. Doesn't Perjury have ANY Penalty in Cayman? Cayman Judge Asif still insists on Obeying the Michigan Judge, who has no Jurisdiction in Cayman, instead of making his own logical decision, which SHOULD be to Dismiss this Case and remove the Illegal Caution Eric put on my condo without my knowledge.

3. Defendant's Unlawful Lodging of Caution:

3.1 Despite the Expiration of the Agreement, on June 30, 2015, Defendant lodged an Illegal Caution against the Title of Plaintiff's Property, using the EXPIRED MICHIGAN CONTRACT (not Valid in Cayman). I didn't know it for many months; they didn't notify me that it was Registered against my property July 22, 2015. When I finally found out I complained to Lands & Survey who said it was a big mistake and never should have happened. They said the Registrar could Remove it. The Registrar wrote to Eric Bracley and told him to remove the Illegal Caution he put on my property. He Refused to do it. The Caution has tied up my property for 9 years preventing me from full use of my property and adding my niece's name to my title as Heir. See EXHIBIT 2

3.2 Defendant did not secure any Court Order or provide Plaintiff with a notice that he filed a Caution on her property. In addition Defendant failed to furnish requisite identification or evidence of a continuing interest; there was NO Extension of the expired contract, contrary to the procedural requirements; he also failed to put his passport number on the Caution so he couldn't be tracked.

3.3 Plaintiff contends that, in accordance with section 127 of the Registered Land Law (2018 Revision), and the principle that only an "Unregistrable Interest" may be protected by a Caution, Defendant's interest EXPIRED with the Lapse of the Agreement (November 30, 2015); hence, the Caution is UNLAWFUL and Must be REMOVED. Eric didn't PAY for the property and has NO Right to Caution the property, especially without OWNER'S knowledge, NO Valid Contract and NO COURT ORDER.

4. Foreign Proceedings & conflicting Judgements

4.1 Subsequently, Defendant pursued litigation in the State of Michigan, USA and obtained a Wrongful Judgement for Specific Performance of the Michigan Contract (not valid in Cayman), by Lying in Court (PERJURY) & collusion with his friend Judge Connors and Judge's newly 'sworn in' Student (Eric's lawyer), who the judge was trying to help get a "WIN" so he could get a seat in Michigan Congress. My Lawyer said 'This case was predetermined before we ever walked into the courtroom. See EXHIBIT 3

4.2 Plaintiff asserts that the Michigan Judgement was procured by Fraud and Perjury (omitting material facts regarding the Agreement's Expiration, and that the Defendant's reliance on this foreign Judgement to assert a Claim against the Property is Improper and Illegal because the Michigan court lacked Jurisdiction over Real Property located in the Cayman Islands. The Intention was to send the Michigan Contract to Michigan to be dismissed in it's Michigan Jurisdiction, not to continue on for another decade.

5. Continued Prejudice & Loss

5.1 The Unlawful Caution Clouds the Title to the property, effective preventing the Plaintiff from disposing of, refinancing or otherwise dealing with her Property. This has caused Significant Financial Loss and Hardship for this 77 year old Senior Citizen.

5.2 Plaintiff has incurred considerable legal and administrative costs, being Forced to defend her Title from scammers attacks and pursuing the Removal of the Illegal Caution.

6. Relief Sought Concerning the Michigan Judgement

6.1 Plaintiff seeks, in the alternative, an injunction restraining Defendant and any agents from enforcing or giving effect to the Wrongful Michigan Judgement (obtained by PERJURY), or any related foreign proceedings against the Property. Such relief is essential to protect Plaintiff's Title while this action is pending.

7. Causes of Action

The Plaintiff alleges and realleges, with respect to each cause of action, the facts set forth in paragraphs 1 through 6 above, and claims:

(a) **Declaratory Relief:** A Declaration that Defendant has no legal or equitable interest in the Property and that the

Agreement is Null and Void.

G2025-0109 Page 16 of 62 2025-04-11
(b) **Removal of Caution:** An Order directing the Registrar of Lands to immediately Remove the Caution from the Property's Title (or, alternatively, Requiring Defendant to withdraw the Caution forthwith, with the Clerk of Court empowered to execute any necessary documents).

(c) **Permanent Injunction:** A Permanent Injunction restraining Defendant (and any agents) from registering any further Cautions, Charges or Encumbrances against the Property.

(d) **Damages: General and Special damages for loss of use, lost financing opportunities, and legal costs incurred as a result of Defendant's negligence and breach of statutory duty, including for slander of title.**

(e) **Interest:** Interest on any Damages awarded, at the statutory rate or such rate and period as the Court deems just.

(f) **Costs:** An Order for the Defendant to pay the costs of this action on an indemnity basis.

(g) **Interim Relief:** An Order granting interim relief in the form of a Stay of Enforcement of the Michigan Judgement (and related proceedings), and Removal of the Caution as set out in the attached Summons for Interim Relief.

(h) **Judicial Review Alternative:** In the alternative, an Order of mandamus or mandatory Injunction pursuant to Order 53, commanding the Defendant to REMOVE the Caution Forthwith.

(i) **Such Further or Other Relief** as this Honourable Court deems Just.

DATED this _____ day of _____, 2025

EXHIBIT 1

-MICHIGAN CONTRACT (not Valid in Cayman)

→ LINDA FRYE AFFIDAVIT

CONTRACT

1 message

Linda Frye <lindafrye1025@gmail.com>
To: Linda Frye <lindafrye1025@gmail.com>

Sun, Apr 6, 2025 at 9:55 PM

In terms of the Original Michigan Contract, which had many flaws, including the wrong address and the property is a Crown Lease, not a Freehold as stated, Eric Bracley was Incapable of Closing by the November 30, 2015 EXPIRATION Date on the Contract. He Presented NOTHING to prove he was even a Qualified Buyer, didn't have a Cayman Contract or the Down Payment; He DEFAULTED. When Contract Expires and is not extended in writing by BOTH Parties, the Contract is *Null & Void*. Finished! Eric Bradley, a Broker, KNOWS this, but refused to acknowledge that it was OVER! I did NOT Agree to extend his contract because by that time I realized I was being Scammed and deceived. Eric Bradley has not been HONEST with me from Day ONE. He thinks he can just continue on with the Expired Michigan contract Forever and get by with it.

He sued me in Cayman Court trying to FORCE me to sell my retirement condo to him using the Expired Michigan Contract. He was told by Judge Carter that he can not USE a Michigan Contract to purchase a Cayman Property and besides that it was EXPIRED. Judge Carter Ordered Eric to pay my legal fees; he defied her ORDER and paid NOTHING. Then he lodged an Illegal Caution against my property with the Expired MICHIGAN Contract.

Then Eric proceeded to Sue me in Michigan Court where he knew his Friend Judge Connors would 'have his back'. Judge Connors, who has NO JURISDICTION over Cayman Courts or Cayman Properties, awarded him a Judgement of Specific Performance on the MICHIGAN Contract based on Lies Eric told in Court under Oath. (PERJURY). Still, the Michigan Contract is NOT VALID to buy a Cayman Property. Specific Performance is ONLY permissible when the person seeking relief has Fully performed as agreed; in this case the contrary is evident. Eric is trying to revive a Dead contract without permission of the OWNER. He could not complete the Deal in 2015 and that Deal is OVER! (Can't come back 10 years later & get the same deal, same price.)

Since I refused to extend his contract, he got MAD and hasn't spoken to me for the last TEN YEARS, just operating Behind my Back with FRAUD, PERJURY, Intimidation tactics, Lies in Court under Oath, deception, fake contracts & Quit Claim Deeds signed on my behalf without my knowledge, which I had nothing to do with, filing an Illegal Caution, trying to disrupt my life in any way possible, including hacking my website, removing my info and replacing it with His info, email and phone number; he tried to collect money from my tenants, tried to divert my payments from My bank account to HIS OWN bank account. Eric also tried to take a Reverse Mortgage on my personal Michigan house in order to steal the 50 years of EQUITY out of my house, without my knowledge or permission; plus MANY other devious attacks on me.

A Decade later Eric is Still trying to FORCE me to sell him my condo for HALF the money I have in the condo. AND he wants ME to OWNER-Finance him on a 30 year Land contract because he *doesn't Qualify for a loan*. He is Not a Qualified Buyer. I will not sell him ANYTHING, and I Certainly will NOT Owner-Finance him!! He has not even obeyed the Contract HE wrote. He changed terms and Buyers multiple times (Novation, which *invalidates the contract*). He Lied to me to get a signature, saying Mike Scarfo and He were Buyers and I was going to MANAGE it for them and get to use it. That is the only reason I even considered his persistent demands to purchase my condo, which I told him I didn't want to sell. He didn't let me read the contract, just told me what was in it and wouldn't let me show a Lawyer. I was distressed, vulnerable, and not capable of understanding Legal contracts at the time, My mother was dying of Cancer and I was caring for her. Eric told me it's "NOT A REAL CONTRACT; JUST SIGN IT!!!"

I have been bullied & railroaded into a corner. The Michigan Judges Judgement for Specific Performance on the Michigan Contract is UNENFORCEABLE, and can't be used to purchase Cayman Property, even though the Cayman Judge wants to Obey the Michigan Judges verdict which was based on Perjury. Is there no punishment to Perjury? Also, Cayman Laws protect me and say that an Owner can NOT BE FORCED to LEND, like Eric is Demanding. He hasn't even spoken to me for 10 years. I want NOTHING to do with him. I want the Harassment to STOP! I want my life back! He plans to keep terrorizing me until I die. I am 77 and he wants to Force me to owner-finance him for 30 years. He doesn't plan to PAY for the condo. This is completely Ridiculous. The Court needs to STOP this Fiasco and Remove the illegal Caution off my Condo I have owned for 36+ years.

Contract Flaws and disinformation1 message

Linda Frye <lindafrye1025@gmail.com>
To: Linda Frye <lindafrye1025@gmail.com>

Sun, Aug 13, 2023 at 6:34 PM

Flaws in Real estate Contract.

Eric BACKDATED the contract he made and made me put a signing date a few days previous to when I was there. I did not get to read the contract or show a lawyer. Eric would not allow me. He turned to the back page and said "JUST SIGN IT!!!", 'so you can get back to your Mom' He said 'its NOT a real contract!! I obeyed.

There was NO witness present; Eric said he would take care of that later; he scribbled on the line and no written name was below. He claimed MIKE was a buyer along with him. I asked where Mikes signature was; he said Mike is out of town and can't sign right now. He put some Chinese woman on the contract as 'Buyer,' who I never met or talked to. He said she was his wife (I didn't know he was married), and has dower rights.

The condo address is wrong--somewhere in West Bay, not Seven Mile Beach.

Eric did all the 'research' to determine my condo purchase price was \$625k, which I found out later was only about 1/4 of the real value. (trying to cheat me, because I was distressed and had no time to research it myself). I had no idea what my condo was worth after 30 years. Eric is a Broker and can manipulate data to make his determination believable.

I did NOT go to his office to sell my condo, but to get a loan for my Mom's hospital expenses after her Auto Owners health insurance dumped her. They said they only cover to 85; she was 88, They collected her premiums for 3 extra years but refused to pay anything. I should have qualified for a loan, but was denied (probably Eric made that happen. he offered me 'free' financial advice and said the best solution was to sell my retirement condo to HIM and Mike scarfo. I asked if Mike knew about it. He said NO, but Mike will do it. Eric tried to claim money I was holding for Mike, irrelevant of this deal, until his divorce was over, as a deposit on my condo. Mike never once called me about my condo since Eric tried to pull his stunt. The 10,330 of Mike's was NOT Eric's money to claim as a deposit. Eric also presented Mikes credentials as proof Eric qualified to buy the condo (fraud). Andrew Fink admitted Mike was never a part of this sale, even though Eric made frequent references to Mike's disagreement about one thing or another. Mike never contacted me; he would NEVER take a back seat to Eric on Any deal he was involved in.

I could not be Forced to Owner -finance these people, just because they don't qualify to get a loan. Eric never allowed me to read the contract or show a lawyer as I requested. He said NO, its not even a Real contract, "JUST SIGN IT!!!", so you can get back to your mother! He said I would manage the condo for Mike and Eric so I could occasionally use it; he said they would be my "New Friends". I thanked him tearfully. (They are Really my worst enemies, wolves in Sheeps clothing)

Eric wanted to pay me \$2400/month at 2.6%. My condo strata Fees are \$3,000 a month and I have over a million dollars in my condo. it didn't make sense what he was trying to force me to do.

The Contract claimed Eric would pay the condo off in 7 years. He never made a single payment and its been 9 years now.

He demands a DEED to the Condo. I have NO Deed to the Condo; its a British Crown Lease. I own a Condo on CROWN Land.

He wants my contents in the condo. EVERYTHING has been replaced since this fiasco began, including appliances, furniture, AC and all Ductwork.

VRBO is for ME ALONE. There is NO TRANSFER to Eric.

He wants ME to pay all assessments and fees

These people DEFAULTED November 30 2015. He had not yet made a Cayman contract, had not paid the rest of the deposit and thought he could just make me extend the contract for them. I DID NOT EXTEND it, because by that time I realized I was being scammed. It never helped my mom like he said it would; She died. It only cost me tens & tens of thousands of dollars in legal fees, not to mention the stress and attacks on me by these plaintiffs trying to steal my condo from me.

He wanted Possession, but he had NO CONTRACT, neither Michigan or Cayman Contract.

He wants TITLE, I Have no Title--Its a CROWN LEASE PROPERTY.

No Contingies were removed in writing by required date, VOIDING THE CONTRACT

Purchaser will not Assign Contract without Sellers permission: He didn't obey his OWN contract and changed buyers 3 times WITHOUT my Consent. Yet he wants Specific performance from ME to hand over my condo to him, with no valid contract and no regulations to him to obey his own expired contract.

If Purchaser DEFAULTS (they did), Seller may Cancel the contract and claim deposit. Out of kindness I even tried to Return their Deposit, and had checks written out to give plaintiffs in Court, but they REFUSED the payments.

It says TIME is of the Essence of performance of this contract. They are the ones causing delays, not being able to produce a cayman contract, etc. This Contract is EXPIRED, VOID, NOT VALID ANYMORE! It seems like Someone would Understand that when a contract Expires, it is OVER, CANCELLED, unless extended in writing by Both Parties. IT WAS NOT!

This Contract is subject to MICHIGAN LAW. We agree on NOTHING!

It says ALL LEGAL EXPENSES WILL BE PAID BY PURCHASERS. So WHY are they demanding that I pay their Legal fees because Plaintiffs didn't pay their lawyers. Andrew could not even produce a single bill he presented to Eric. It makes me wonder if he promised the same deal to his Michigan lawyers as he did in Cayman. They were to receive a cut in my condo sale, once they got it away from me and 'flipped it'. This was told to me by reliable Rotary Members

Contract says to Arbitrate any disputes arising from real estate transactions stated in the contract. There was NO ATTEMPT to Arbitrate at all.

It says ALL parties are advised to seek advice from an attorney. Eric refused to let me read or show the contract to an attorney and lied about the content of the contract. He said I could only show the FINAL contract to an attorney after we agree on Everything. We agree on NOTHING.! Nothing we agreed on was even IN the contract. The contract is EXPIRED AND VOID.

800/8819

APPROVED
FOR STAMP DUTY
PURCHASE AGREEMENT
US \$ 625,000
VALUATION OFFICER CHD
STAMP DUTY C\$ 100

Real Estate Sales Contract

DATE 8/004/16

This contract dated Saturday, May 24, 2014 is between Linda Frye-Chalkin ("Seller") whose address is 709 Linda Vista, Ann Arbor, MI 48103 and Eric Bradley and Jacqueline Chuang husband and wife ("Purchaser") whose address is 2190 E Joy Road, Ann Arbor, MI 48105. Purchaser and Seller collectively are described as ("The Parties").

Seller agrees to Sell and convey, subject to easements and restrictive covenants of record, and subject to the lien of taxes not yet due and payable at time of closing, and Purchaser agrees to purchase the condominium unit situated on Seven Mile Beach, Grand Cayman Island, British West Indies, commonly known as 1083 West Bay Road, Georgetown, KYI 1303 Unit #65.

LEGAL DESCRIPTION: Unit #65 Villas of the Galleon Condominium

SALES PRICE: SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$625,000.00 USD)

EARNEST MONEY: Seller acknowledges TEN THOUSAND DOLLARS (\$10,330) paid by Purchaser as earnest money upon signing of this contract by Purchaser. This money will be paid to, and held by Seller until closing of sale, at which time it will be credited to the Purchaser. If this contract is not accepted, the earnest money deposit will be returned in full to Purchaser.

TERMS: Balance of TWENTY THOUSAND DOLLARS (\$19,670) will be paid as follows: cash of certified funds in full at the time of closing or in any manner agreed to by Purchaser and Seller at any time before or up to time of closing.

CASH FUNDS: Purchaser confirms that cash or certified funds will be available to meet the requirements for down payment, closing costs and escrow deposits.

SELLER FINANCING: Seller to accept note in the amount of FIVE HUNDRED AND NINETY FIVE THOUSAND DOLLARS (\$595,000). Repayment terms of the note are monthly payments of \$2,400 at 2.65755% interest with payments amortized over a 30 years. A balloon payment will be due seven years from the note date unless extended in writing by Purchaser and Seller. Purchaser shall retain the right to make additional payments to the principal balance at any time and to prepay the outstanding balance at any time. A security agreement shall be evidenced by a Contract for Deed or other form legally recognized by the laws of the Cayman Islands.

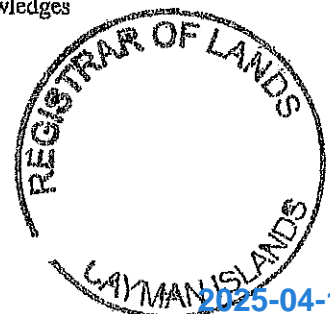
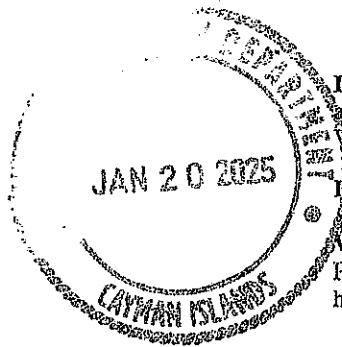
OTHER CONDITIONS/CONTINGENCIES:

- 1.) Purchaser's satisfactory physical inspection of the subject property.
- 2.) Receipt and satisfactory review of appraisal by a RICS qualified appraiser.
- 3.) Receipt and satisfactory review of MEP report from either Androgroup Ltd or MEPCO Ltd if desired, prior to closing.
- 4.) Satisfactory review of Strata Association by-laws showing fees paid current.

INCLUSIONS: This contract includes all furniture, appliances, fixtures, improvements and appurtenances attached to the property, the assignment of Login and password for IRBO webpage #291823 and Sellers preferred client list.

EXCLUSIONS: None.

WARRANTY: Seller makes no warranty as to the condition of the subject property. Purchaser agrees to accept the property in "as is" condition. Purchaser acknowledges having been advised to have a contractor's inspection of the property.



USD-130716M1010

Real Estate Sales Contract

SPECIAL ASSESSMENTS: All special assessments that have been assessed and are a lien on the property at the date of closing will be paid by Seller. The cost of duly authorized improvements that are subject to future assessments against the property assessed after the date of closing will be paid by Purchaser.

BENEFIT CHARGES: Any benefit charges against the property made by any government authority for installation of, or tap-in fees for, water service, sanitary sewer, and/or storm sewer, for which charges have been made, incurred and/or billed before the date of closing, will be paid by Seller. Any charges incurred after closing will be paid by Purchaser.

PRORATION: Rents, deposits, reservations, fuel, insurance, interest or association fees, where applicable, are to be prorated as of the date of closing. Taxes will be prorated as if paid in advance on a 30-day-month, 360-day-year basis to date of closing, based on the due date of the taxing authority.

November 30, 2015

CLOSING: Purchase to be closed on or before ~~December 15, 2014~~. Purchaser will have the right to walk through property within forty-eight (48) hours prior to closing.

POSSESSION: Possession to be given on or before December 15, 2014.

FORM OF CONVEYANCE: Seller agrees to grant and convey, as above required, subject to the laws of the Cayman Islands.

GUARANTEE OF CLEAR TITLE: Seller to ensure conveyance of clear title of subject property by providing Owners Title Policy at Sellers expense or Guaranty of title through the Lands and Survey Office.

CASUALTY LOSS: Until delivery of deed/land contract, risk of loss by fire, windstorm or otherwise is assumed by Seller.

CONTINGENCIES: If any contingency in this contract is not removed in writing by the required date, this contract becomes voidable. After the required date, and until the contingency is remove, either party my terminate the contract by written notice to the other at which time the earnest money will be returned in full to Purchaser.

BINDING CONTRACT: Contract binds Purchaser, Seller, their heirs and personal representatives, and anyone succeeding to their interest in the property. Purchaser will not assign contract without Seller's prior written permission. Unless modified or waived in writing, all covenants, warranties and representations contained herein shall survive the closing.

FACSIMILE/FAX AUTHORITY: Offers, acceptances, and notices required by this contract can be delivered by Facsimile/FAX.

DEFAULT: If Purchaser defaults, Seller may pursue legal remedies, or may cancel the contract and claim the deposit as liquidated damages. If Seller defaults, Purchaser may enforce this contract, demand a refund of the deposit in termination of this contract or pursue legal remedies. Time is of the essence for the performance of this contract.



LANDS & SURVEY DEPT.
Instrument Type: CONPA
Stamp Duty Paid: \$100
Date: 13 July 2016
Printed by: Brenda Wood

Real Estate Sales Contract

CONTROLLING AGREEMENT: This contract represents the official agreement between Purchaser and Seller. This contract is subject to the laws of the State of Michigan, in the U.S.A. However, in order to satisfy this contract, the Parties hereby agree to hire legal counsel on the island of Grand Cayman to draft a real estate purchase contract that is legally binding in the jurisdiction of the Cayman Islands. Such contract shall be drafted in a manner to replicate the terms and intent of this purchase contract. In the event that certain clauses are illegal, impractical, or not-applicable under Cayman law the Parties hereby agree to resolve those differences by unanimous written joint consent and document that joint consent in the form of an addendum to this contract. All expenses of legal expenses shall be paid for by the Purchasers.

DISPUTE RESOLUTION: The Michigan Association of REALTORS and the American Arbitration Association have established an arbitration service for resolving disputes arising from real estate transactions. Seller and Purchaser acknowledge that they are advised that the MAR/AAA Dispute Resolution Agreement exist. This program is one of several alternatives for resolving disputes.

ALL PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

[Signature] 5/27/14
Witness Date

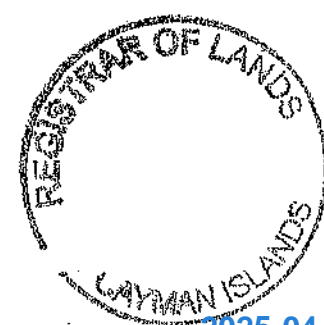
[Signature] 5/27/2014
Eric Brudiey Date
(Purchaser)

Witness Date

[Signature] 5/27/14
Jacqueline Chuang Date
(Purchaser)

[Signature] 5/27/2014
Linda Frye-Chaikin Date
(Seller)

Cash Deposit Paid to Lind Frye 8/5/2015 in the amount of \$ 5,943.00 U.S.D. Balance owing \$ 7,000.00 acknowledged by [Signature] + [Signature]
Eric D. Brudiey Lind Frye-Chaikin



TELEPHONE: 244-3420
FAX NO.: 949-2187



LANDS & SURVEY DEPARTMENT
P.O. BOX 1089 GT
GRAND CAYMAN
CAYMAN ISLANDS, BWI

IN ANY REPLY,
PLEASE QUOTE
REF NO: LR/10

22nd July, 2016

REGISTERED

Linda F. Chaikin
709 Linda Vista
Ann Arbor, MI 48103
U.S.A

NOTICE

REGISTRATION SECTION

BLOCK

PARCEL

West Bay Beach North

11D

1/11H65

Notice is hereby given under Section 128 (1) of the Registered Land Law, (2004 Revision) that a Caution has been entered in the register of the above parcels by: -

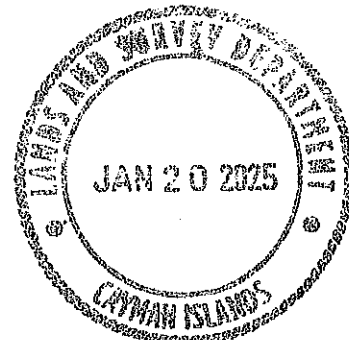
Eric Bradley and Jacqueline Chuang

who claim an interest as contracting purchaser in accordance with an agreement dated 24th May, 2014, a copy of which has been lodged with the Registrar.

The Registration of dispositions and making entries in the register is forbidden without the consent of the Cautioner.


REGISTRAR OF LANDS

cc: Eric Bradley & Jacqueline Chuang
2190 East Joy Road
Ann Arbor, Michigan 48105
United States of America



Affidavit of Linda Frye

1 message

Linda Frye <lindafrye1025@gmail.com>
To: Linda Frye <lindafrye1025@gmail.com>

Mon, Mar 31, 2025 at 11:40 PM

AFFIDAVIT OF LINDA FRYE IN SUPPORT OF INTERIM RELIEF

IN Support of the Ex Parte Summons for Interim Relief, I, Linda Frye, age 77, Plaintiff, Villas of the Galleon 65, POBox 1797 GT, Grand Cayman KY1-1109 states as follows:

I am the Plaintiff in this action and the registered proprietor of the Property, known as Block 11D Parcel 1/11H65

1) On May 30, 2014 I unwillingly entered into a MICHIGAN Purchase Agreement with Eric Bradley when I was distressed & vulnerable. He told me Mike Scarfo would be a Buyer, along with himself. I knew and trusted Mike for 20 years; Eric said I would MANAGE my condo for the 2 of them and get to use it occasionally & we would all be friends.

That was the ONLY reason I agreed to even Think about selling my condo, which Eric was Pressuring Hard to get me to sell it to him, against my will. I had no previous intention to sell my Retirement condo. Eric made me backdate to May 27 when he had presigned it when I was still in Cayman. Eric Coerced me and Baited me with EMPTY PROMISES in order to get my signature. He refused to let me show the contract to a lawyer, saying it "Wasn't a Real contract" & Mike was "out of town" so he couldn't sign, but would sign the Final contract (never happened).

2) The REASON I had gone to the Lending company where Eric works was because I had applied for a LOAN for my dying mother's Hospital Expenses. (NOT to sell my condo). I had to supply all my assets, income, tax returns, bank statements, etc. Eric expressed an interest in my Cayman Condo. I told him it was Not for sale, but he pressured me so much & kept soliciting my Condo when I was vulnerable & distressed, lying to me to make the deal he presented tolerable. I told him I was not interested in selling, but he said he would take care of EVERYTHING, research the value, as I had no idea what it was worth after 3 decades of ownership, and he said he would Pay all Legal Expenses; all I would have to do is come in and Sign and I could go back to taking care of my Mother.

3) Eric was unable to complete the Agreement by the expiration date, November 30, 2015. He begged me to Extend the contract, but I refused because by that time I realized I was being Scammed and the price he determined was only HALF the money I had in the condo & there was no mention of Mike being a Buyer and Me as MANAGER. He cheated me, deliberately. Eric also Fabricated a conversation he SAID he had with me, which Never took place, lying that I verbally agreed to extend the contract. I ABSOLUTELY DID NOT! And there was NOTHING in writing. Eric has NEVER Spoken to me again since the Contract Expired & he Defaulted November 30, 2015; he was MAD because I refused to Extend his contract. Nevertheless, Eric Lodged a Caution against my property June 30 2016, AFTER his contract was Defaulted on, and INVALID. He used the EXPIRED Michigan contract to coerce the Registrar to illegally file the Caution, without my Knowledge or Consent, without informing me (required), and without a Court Order. I didn't find out about it for many months later. I complained to the Registrar and she wrote to Eric Bradley telling him to REMOVE his Illegal Caution off my Condo. He just defied her and said he will not remove it.

4) Eric Bradley subsequently sued me in Michigan to try to FORCE me to sell him my condo. He sued me in his friend Ex-Judge Connors Court, LIED in Court under Oath, committing PERJURY, presenting False information to get Specific Performance of the MICHIGAN contract. Eric had already been told by Cayman Judge Carter that he could NOT use a MICHIGAN Contract to buy a CAYMAN Property. The Michigan Judge has NO Jurisdiction in Cayman to order Specific Performance. The Wrongful Judgement was based on Lies Eric told in Michigan Court. Eric's friend the Judge SHOULD have Dismissed the case for lack of Jurisdiction in Cayman, but his Wrongful Judgement prolonged this case for Years. Eric got Specific Performance on a MICHIGAN Contract, which is NOT EVEN VALID IN CAYMAN. Now, back in Cayman court, Judge Asif wants to OBEY the Michigan Judge, who has no Jurisdiction in Cayman, and whose Wrongful Judgement was based on LIES told in MICHIGAN Court. The Michigan Contract is STILL NOT VALID in Cayman! Nothing makes sense; there is NO logic in Obeying the Michigan Judge instead of following Cayman Laws and making a Decision in Cayman.

5) The Judgement obtained in the State of Michigan, USA was obtained by FRAUD, PERJURY & NOVATION and is

NOT Applicable to Real Property in the Cayman Islands.

6) **G2025-0109** The continued presence of the Caution prevents me, the owner, from disposing of, or refinancing the Property, or **Page 26 of 62** adding my Niece's name to my property as a co-owner and Heir. **2025-04-11** This has caused Irreparable Harm to me as my condo has been under Siege for NINE years with an ILLEGAL CAUTION. The Registrar and the Judge HAVE the Authority to Remove the Illegal Caution, but neither of them dare to remove it. The Interim Relief I seek which is necessary to preserve my property rights is to REMOVE the ILLEGAL Caution and Dismiss this Ridiculous Case, which has stolen the last 11 years of my Retirement. I want my LIFE Back!

7) I Respectfully Request that the Court Grant the Relief & Remove the Caution which has caused me Financial Harm and inability to use my condo to its fullest capacity.

Sworn/Affirmed in George Town, Grand Cayman, Date: _____

Linda Frye, Plaintiff In Person

- No FORCED Lending

- CAUTION requirements

- ILLEGAL caution

EXHIBIT 2



INSTRUMENT NO.

5624/16

CAYMAN ISLANDS

The Registered Land Law (2004 Revision)
The Registered Land Rules (2003 Revision)

THIRD SCHEDULE

CAUTION

Jacqueline Chuang 7/15/2016

REGISTRATION SECTION

BLOCK

PARCEL

WEST BAY BEACH NORTH

11D

1/11H65

I/WE ERIC BRADLEY and JACQUELINE CHUANG

of 2190 East Joy Road, Ann Arbor, Michigan 48105, United States of America

claim an interest as purchasers under a Real Estate Sales Contract

in the land comprised in the above-mentioned title and forbid the registration of dealings and the making of entries in the register relating thereto (altogether) or to the following extent altogether

without my/our consent, until this caution has been withdrawn by me/us or removed by order of the court or of the Registrar.

Dated this 30th day of June 2016

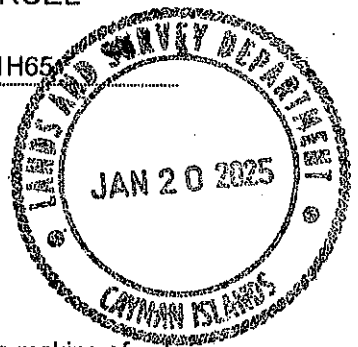
Signed by the Applicant:-

[Signature]
Eric Bradley

[Signature]
Jacqueline Chuang

in presence of :-

[Signature]
KENNETH A. BROWN



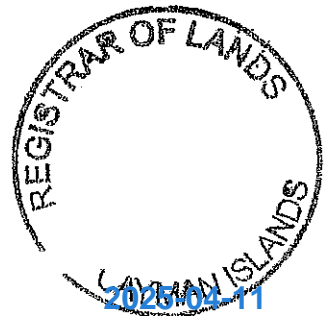
LSO-B0716153932

FOR OFFICIAL USE ONLY

I, the Registrar of Lands in the Cayman Islands hereby certify that this document was received by me for registration on the 14 day of July 2016 and that stamp duty assessed/adjudicated by me/Treasury at C.I.\$ and Land Registry fees at C.I.\$ 50.00 relating thereto have been paid.

REGISTERED this 20 day of July 2016

[Signature]
REGISTRAR OF LANDS
CAYMAN ISLANDS



RECEIVED
CAYMAN ISLANDS
LAND REGISTRY
1 JUL 15 04 300

CERTIFICATE OF IDENTIFICATION

Name... Eric Bradley

I HEREBY CERTIFY that the above named individual appeared before me on the... 30th day of June 2016 and being identified by* U.S. Passport (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

Signature and designation of the person certifying
[Signature]
KENNETH D. BROWN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 27, 2017
Acting in the County of Washtenaw

CERTIFICATE OF IDENTIFICATION

Name... Jacqueline Chuang

I HEREBY CERTIFY that the above named individual appeared before me on the... 30th day of June 2016 and being identified by* U.S. Passport (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

Signature and designation of the person certifying
[Signature]
KENNETH D. BROWN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 27, 2017
Acting in the County of Washtenaw

CERTIFICATE OF IDENTIFICATION

Name.....

I HEREBY CERTIFY that the above named appeared before me on the..... day of..... 201..... and being identified by* (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

Signature and designation of the person certifying

CERTIFICATE OF IDENTIFICATION

Name.....

I HEREBY CERTIFY that the above named appeared before me on the..... day of..... 201..... and being identified by* (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

Signature and designation of the person certifying

*NOTE: Please ensure that the appropriate insertions and/or deletions are made so that the method of identification is clear



INSTRUMENT NO.

5624/16

CAYMAN ISLANDS

The Registered Land Law (2004 Revision)
The Registered Land Rules (2003 Revision)

THIRD SCHEDULE

CAUTION

Jacqueline Chuang 7/15/2016

REGISTRATION SECTION

BLOCK

PARCEL

WEST BAY BEACH NORTH

11D

1/11H65

I/WE ERIC BRADLEY and JACQUELINE CHUANG

of 2190 East Joy Road, Ann Arbor, Michigan 48105, United States of America

claim an interest as purchasers under a Real Estate Sales Contract

in the land comprised in the above-mentioned title and forbid the registration of dealings and the making of entries in the register relating thereto (altogether) or to the following extent
altogether

without my/our consent, until this caution has been withdrawn by me/us or removed by order of the court or of the Registrar.

Dated this 30th day of June

2016

Signed by the Applicant:-

[Signature]
Eric Bradley

[Signature]
Jacqueline Chuang

in presence of :-

[Signature]
KENNETH A. BLOWN

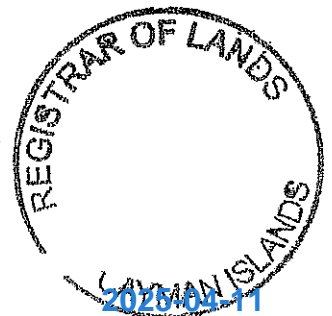
LSO-50716153932

FOR OFFICIAL USE ONLY

I, the Registrar of Lands in the Cayman Islands hereby certify that this document was received by me for registration on the 14th day of July 2016 and that stamp duty assessed/ adjudicated by me/Treasury at C.I.\$ and Land Registry fees at C.I.\$ 20.00 relating thereto have been paid.

REGISTERED this 20 day of July 2016

[Signature]
REGISTRAR OF LANDS
CAYMAN ISLANDS




RECEIVED
CAYMAN ISLANDS
LANDS AND SURVEY DEPARTMENT
JAN 20 2025
CAYMAN ISLANDS

CERTIFICATE OF IDENTIFICATION

Name...Eric Bradley.....


I HEREBY CERTIFY that the above named individual.....appeared before me on the...30th day of June.....2016.....and being identified by* U.S. Passport..... (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

Signature and designation of the person certifying

KENNETH D. BROWN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 27, 2017
Acting in the County of Washtenaw

CERTIFICATE OF IDENTIFICATION

Name...Jacqueline Chuang.....

I HEREBY CERTIFY that the above named individual.....appeared before me on the...30th day of June.....2016.....and being identified by* U.S. Passport..... (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

Signature and designation of the person certifying

KENNETH D. BROWN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 27, 2017
Acting in the County of Washtenaw

CERTIFICATE OF IDENTIFICATION

Name.....

I HEREBY CERTIFY that the above namedappeared before me on the.....day of.....201.....and being identified by* (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

Signature and designation of the person certifying

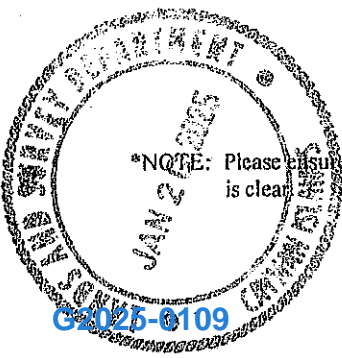
CERTIFICATE OF IDENTIFICATION

Name.....

I HEREBY CERTIFY that the above namedappeared before me on the.....day of.....201.....and being identified by* (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

Signature and designation of the person certifying

*NOTE: Please ensure that the appropriate insertions and/or deletions are made so that the method of identification is clear.



CAYMAN ISLANDS
LAND REGISTER
A - PROPERTY SECTION

Edition 5
Opened 15 AUG 2016

L/C returned & destroyed 16/01/87.

NATURE OF TITLE

SUMMARY OF LEASE

No. 11D 1/11H65

Lessor: CROWN
Lessee: See Proprietorship Section
Rent: Nil

Registration Section WEST BAY BEACH NORTH

Block and Parcel No. 11D 1/11H65

LEASEHOLD

Name of Parcel Villas of the Galleon, Block I, Apt.#65

Terms: 155 Years

W.E.F.: 11 APRIL 1950

Unit entitlement

Approx. area 1173 Sq.ft.

(For Appurtenances see filed lease)

VARIATIONS

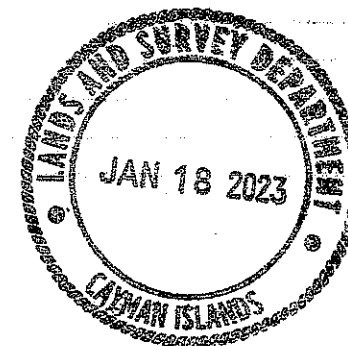
Notes:

For var. of Lease see Instr. filed with 11D 1/11 (8255/09) Reg.06/01/10 JW

The benefits as listed in the By-Laws and any Appurtenance : amendments thereof. CO

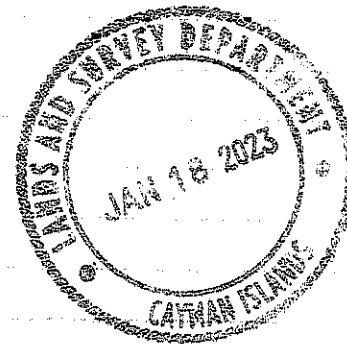
The benefits as listed in filed instrument # 6763/R0. CO

ENTRY No	DATE	INSTRUMENT No	NAME AND ADDRESS OF PROPRIETOR(S)	SIGNATURE OF REGISTRAR
7	10/05/93	2295/93	LINDA F. CHAIKIN, 709 Linda Vista, Ann Arbor, MI 48103, U.S.A..	D CONOLLY
8	22/07/16	5624/16	Caution: Eric Bradley and Jacqueline Chuang, 2190 East Joy Road, Ann Arbor, Michigan 48105, United States of America.	J Witter



C - INCUMBRANCES SECTION
11D 1/11H65

ENTRY NO	DATE	INSTRUMENT NO	NATURE OF INCUMBRANCE	FURTHER PARTICULARS	SIGNATURE OF REGISTRAR
				<p>Note: Subject to the Restrictive Agreements as listed in the By-Laws and any amendments thereof. CO</p> <p>Note: Subject to the Restrictive Agreements as listed in filed instrument # 6763/80. CO</p>	



Required Forms

RL-23 Caution
(PDF, 76 Kb, 2 pages)

Document Submission Log
(PDF, 184 Kb, 2 pages)

SUBMISSION REQUIREMENTS

In submitting this form you should enclose the following (where applicable):



- ✓ The document permitting you to place a Caution on the property (typically signed by the owner and specifically consenting to the Caution, or a Court Order)
- ✓ Completed submission record (see below), ensuring checklist to the rear of the form is completed
- ✓ Removal of any Restrictions or existing Cautions (if required)

Ask LILA

This website uses cookies to help us enhance your browsing experience. By continuing to us

Google

cayman islands laws can a buyer force an owner to lend money ?

[All](#) [News](#) [Shopping](#) [Images](#) [Videos](#) [Forums](#) [Web](#) [More](#)

Including results for cayman islands laws can a buyer force an owner to lend money ?

Search only for cayman islands laws can a buyer force an owner to lend money

AI Overview

No, under Cayman Islands law, a buyer cannot force an owner to lend money as there is no legal mechanism that allows a buyer to compel a seller to provide financing as part of a property transaction; the sale is typically structured as a straightforward exchange of ownership for payment, with the buyer needing to secure their own financing separately. #

Key points to remember:

No mandatory lending:

Cayman Islands law does not mandate that a property seller must provide financing to a buyer. #

Separate financing arrangements:

Buyers are expected to arrange their own financing through a bank or other lending institution. #

Contractual agreements:

While a seller could potentially agree to provide financing as part of a negotiated contract, this would need to be explicitly stated and legally binding. #

EXHIBIT 3

- ~~MI~~ Judge has no Jurisdiction in Cayman
- Specific Performance on MICHIGAN contract, Not Valid in Cayman

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

ERIC BRADLEY and JACQUELINE CHUANG,

Plaintiffs,

v

Case No. 18-1059 CH

Hon. Timothy P. Connors

LINDA FRYE-CHAIKEN,

Defendant.

Andrew F. Fink III (P74182)
andrew.fink@finkandfink.com
James A. Fink (P40386)
james.fink@finkandfink.com
Fink & Fink, PLLC
Attorneys for Plaintiffs
320 North Main Street, Suite 300
Ann Arbor, MI 48104
(734) 994-1077

William C. Amadeo (P76194)
Peter J. Winter (P25339)
pjwinter.atly@gmail.com
Ann Arbor Legal, PLLC
Attorneys for Defendant
2500 Packard St., Ste. 106
Ann Arbor, MI 48104
(248) 348-5536

Washtenaw County
Trial Court

7:53 06 2319

FILED

JUDGMENT

AND ORDER GRANTING PLAINTIFF/COUNTER-DEFENDANT'S MOTION
FOR SUMMARY DISPOSITION UNDER MCR 2.116(C)(8) AND (C)(10)

At a session of said Court, held in the
City of Ann Arbor, County of Washtenaw,
State of Michigan, on 8 16, 2019

PRESENT: Hon. Timothy P. Connors
Circuit Court Judge

THIS MATTER having come before the court on Plaintiff/Counter-Defendant's
Motion for Summary Disposition Under MCR 2.116(C)(8) and (C)(10), the court having

considered the pleadings and exhibits and the parties having been present and heard through counsel;

THE COURT FINDS:

1. The Real Estate Sales Contract between the parties for the property known as Unit #65 Villas of the Galleon Condominium for \$625,000.00 is a valid and enforceable contract.
2. Plaintiffs are entitled to specific performance of the contract.

IT IS HEREBY ORDERED:


1. Plaintiffs/Counter-Defendants' Motion for Summary Disposition is GRANTED.
2. Judgment is entered for Plaintiffs and against Defendant.
3. Plaintiffs are granted specific performance of the contract between the parties.
4. This is a final Order resolving the last pending claim and closes this case except as to Plaintiffs' request for costs under MCR 1.109(E).



Hon. Timothy P. Connors (P31762)
Circuit Court Judge

FINK & FINK, PLLC


Dated: 4/11/19

By: 
Andrew F. Fink III (P74182)
andrew.fink@finkandfink.com
Attorneys for Plaintiffs
320 North Main Street, Suite 300
Ann Arbor, MI 48104

Approved as to form:

Ann Arbor Legal, PLLC

Dated: 4/11/19


By: 
William C. Amadeo (P76194)
Attorneys for Defendant
2500 Packard St., Ste. 106
Ann Arbor, MI 48104
(248) 348-5536

Prepared By:

Andrew F. Fink (P74182)
Fink & Fink, PLLC
Attorneys for Plaintiffs
320 North Main Street, Suite 300
Ann Arbor, Michigan 48104
(734) 994-1077

FINK & FINK, PLLC

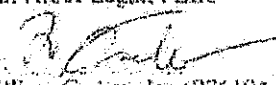
Date: 8/1/16

By: 
Andrew F. Fink III (P74182)
andrew.fink@finkandfink.com
Attorneys for Plaintiffs
320 North Main Street, Suite 309
Ann Arbor, MI 48104

Approved as to form:

Ann Arbor Legal, PLLC

Date: 8/1/17

By: 
William C. Amadee (P76194)
Attorneys for Defendant
2500 Packard St., Ste. 106
Ann Arbor, MI 48106
(248) 348-5536

Prepared By:

Andrew F. Fink (P74182)
Fink & Fink, PLLC
Attorneys for Plaintiffs
320 North Main Street, Suite 309
Ann Arbor, Michigan 48104
(734) 994-1077

EXHIBIT 4

- Crystal BLUE Vacations - Company doesn't EXIST
- Statements, Letters, FACTS showing FRAUD + Deception

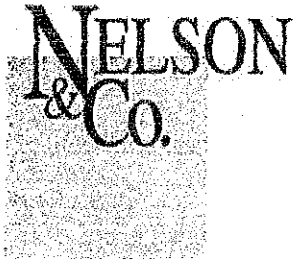
Eric's Fake contract

1 message

Linda Frye <lindafrye1025@gmail.com>
To: Linda Frye <lindafrye1025@gmail.com>

Tue, Apr 8, 2025 at 10:04 AM

- Eric's attempted Theft of my condo through Fraud: He tried to put my condo in an anonymous Cayman Company that doesn't even EXIST! (Ponzi Scheme).
- This Fake contract was created AFTER his only signed contract EXPIRED. He tried to hook me into a deal where I would have No Recourse after he quits paying. This is just ONE of many Fake and Trick contracts he produced, AFTER his only contract EXPIRED.



Attorneys-at-Law

31 The Strand
P.O. Box 2075
Grand Cayman KY1-1105
CAYMAN ISLANDS
T: (345) 949-9710
F: (345) 945-2188
E: info@nellaw.com
W: www.nellaw.com

Our ref: 7447-01

Writer's email: cflanagan@nellaw.com

26 August 2019

Mr. Matthew McManus Esq.
Ann arbour Legal, PLLC
2500 Packard St, Ann Arbor, MI 48104, USA

Dear Sir,

RE: Crystal Blue Vacations LTD

We write to confirm that on 31 July 2019, our firm carried out a search of the Cayman Online Registry Information Service (**CORIS**) for the purposes of determining the status of Crystal Blue Vacations Ltd, a company purportedly registered in the Cayman Islands.

The CORIS search returned no results for a Company by the name of Crystal Blue Vacations Ltd. It is not a company which is registered or exists in the Cayman Islands.

Yours faithfully,

Nelson & Co

NELSON & COMPANY

REAL ESTATE SALES CONTRACT

Fake Co. → This Real Estate Sales Contract ("Contract") dated December 28, 2015 by and between Linda Frye-Chaikin ("Seller") whose address is 709 Linda Vista, Ann Arbor, MI 48103 and Crystal Blue Vacations, LTD ("Purchaser") a company incorporated under the laws of the Cayman Islands, whose address is 3rd Floor, One Capital Place, Shedden Road, P.O. Box 1564, Grand Cayman, KY1-1110, Cayman Islands. Purchaser and Seller collectively are described as ("The Parties").

Seller agrees to Sell and convey, subject to easements and restrictive covenants of record, and subject to the lien of taxes not yet due and payable at time of closing and Purchaser agrees to purchase the condominium unit situated on Seven Mile Beach, Grand Cayman Island, British West Indies, commonly known as 1083 West Bay Road, Georgetown, KYI 1303 Unit #65.

LEGAL DESCRIPTION: Unit #65 Villas of the Galleon Condominium

SALES PRICE: SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$625,000.00 USD)

EARNEST MONEY: Seller acknowledges receipt of TWENTY THREE THOUSAND DOLLARS (\$23,000 USD) paid by Purchaser as earnest money upon signing of this contract by Purchaser. This money will be paid to and held by Seller until closing of sale, at which time it will be credited to the Purchaser. If this contract is not accepted, the earnest money deposit will be returned in full to Purchaser.

TERMS: Balance of SEVEN THOUSAND DOLLARS (\$7,000 USD) will be paid as follows: cash of certified funds in full at the time of closing or in any manner agreed to by Purchaser and Seller at any time before or up to time of closing.

CASH FUNDS: Purchaser confirms that cash or certified funds will be available to meet the requirements for down payment, closing costs and escrow deposits.

SELLER FINANCING: Seller to accept note in the amount of FIVE HUNDRED AND NINETY FIVE THOUSAND DOLLARS (\$595,000 USD). Repayment terms of the note are monthly payments of \$2,400 at 2.65755% interest with payments amortized over 30 years. Buyer shall begin making payments on JANUARY 1, 2017. A balloon payment will be due seven years from the note date, unless extended in writing by Purchaser and Seller. In addition, Purchaser shall be assessed a prepayment penalty of 3% on any outstanding amounts owed if this note is paid in full prior to the balloon payment becoming due. A security agreement shall be evidenced by a Contract for Deed or other form legally recognized by the laws of the Cayman Islands. Additionally, Purchasers stakeholders or members agree to personally guarantee performance and payment of the note and agree to execute any other documentation for this guarantee to held valid under Michigan law.

REAL ESTATE SALES CONTRACT**OTHER CONDITIONS/CONTINGENCIES:**

1. Satisfactory review of Strata Association by-laws, AGM meeting minutes.
2. Seller to deliver to Purchaser a certificate under section 6(4) of the *Strata Titles Registration Law (2013 Revision)* prior to closing.

INCLUSIONS: This contract includes all furniture, appliances, fixtures, improvements and appurtenances attached to the property, the assignment of Login and password for VRBO webpage #291823, and Sellers preferred client list. Seller shall relinquish all rights or interests held in the intellectual property found on VRBO webpage #291823.

EXCLUSIONS: None.

WARRANTY: Seller makes no warranty as to the condition of the subject property. Purchaser agrees to accept the property in "as is" condition. Purchaser acknowledges having been advised to have a contractor's inspection of the property.

SPECIAL ASSESSMENTS: All special assessments that have been assessed and are a lien on the property at the date of closing will be paid by Seller. The cost of duly authorized improvements that are subject to future assessments against the property assessed after the date of closing will be paid by Purchaser.

BENEFIT CHARGES: Any benefit charges against the property made by any government authority for installation of, or tap-in fees for, water service, sanitary sewer, and/or storm sewer, for which charges have been made, incurred and/or billed before the date of closing, will be paid by Seller. Any charges incurred after closing will be paid by Purchaser.

PRORATION: Rents, deposits, reservations, fuel, insurance, interest or association fees, where applicable, are to be prorated as of the date of closing. Taxes will be prorated as if paid in advance on a 30-day-month, 360-day-year basis to date of closing, based on the due date of the taxing authority.

CLOSING: Purchase to be closed on or before April 1, 2016. Purchaser will have the right to walk through property within forty-eight (48) hours prior to closing.

POSSESSION: Possession to be given on or before April 1, 2016. Buyer shall have access to VRBO webpage #291823 by March 1, 2016 to begin leasing for the upcoming year.

FORM OF CONVEYANCE: Seller agrees to grant and convey, as above required, subject to the laws of the Cayman Islands.

GUARANTEE OF CLEAR TITLE: Seller to ensure conveyance of clear title of subject property by providing Owners Title Policy at Sellers expense or Guaranty of Title through the Lands and Survey Office.

REAL ESTATE SALES CONTRACT

CASUALTY LOSS: Until delivery of deed/land contract, risk of loss by fire, windstorm or otherwise is assumed by Seller.

CONTINGENCIES: If any contingency in this contract is not removed in writing by the required date, this contract becomes voidable. After the required date, and until the contingency is removed, either party may terminate the contract by written notice to the other at which time the earnest money will be returned in full to Purchaser.

BINDING CONTRACT: Contract binds Purchaser, Seller, their heirs and personal representatives, and anyone succeeding to their interest in the property. Purchaser will not assign contract without Seller's prior written permission. Unless modified or waived in writing, all covenants, warranties and representations contained herein shall survive the closing.

FACSIMILE/FAX/EMAIL AUTHORITY: Offers, acceptances, and notices required by this contract can be delivered by Facsimile/FAX/EMAIL.

DEFAULT: If Purchaser defaults, Seller may pursue legal remedies, or may cancel the contract and claim the deposit as liquidated damages. If Seller defaults, Purchaser may enforce this contract, demand a refund of the deposit in termination of this contract or pursue legal remedies. Time is of the essence for the performance of this contract.

CONTROLLING AGREEMENT: This contract represents the official agreement between Purchaser and Seller. This contract is subject to the laws of the State of Michigan, in the U.S.A. However, in order to satisfy this contract, the Parties hereby agree to hire legal counsel on the island of Grand Cayman to draft a real estate purchase contract that is legally binding in the jurisdiction of the Cayman Islands. Such contract shall be drafted in a manner to replicate the terms and intent of this purchase contract. In the event that certain clauses are illegal, impractical, or not-applicable under Cayman law the Parties hereby agree to resolve those differences by unanimous written joint consent and document that joint consent in the form of an addendum to this contract. All expenses of legal expenses shall be paid for by the Purchasers.

DISPUTE RESOLUTION: The Michigan Association of REALTORS (MAR) and the American Arbitration Association (AAA) have established an arbitration service for resolving disputes arising from real estate transactions. Seller and Purchaser acknowledge that they are advised that the MAR/AAA Dispute Resolution Agreement exist. This program is one of several alternatives for resolving disputes.

REAL ESTATE SALES CONTRACT

ALL PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Purchaser: Crystal Blue Vacations, Ltd

By: Eric Donald Bradley
Its: Director

12/28/2015
Date

Jacqueline Wei-Yao Chuang
By: Jacqueline Wei-Yao Chuang
Its: Director

12/28/2015
Date

Emily S. Elliott
Witness: EMILY S. ELLIOTT

12/28/2015
Date

Seller: Linda Frye-Chaikin

Date

Witness

Date

FACTS

1 message

Linda Frye <lindafrye1025@gmail.com>
To: Linda Frye <lindafrye1025@gmail.com>

Sun, Apr 6, 2025 at 8:15 PM

Eric lied in Michigan Court, under Oath, (PERJURY), to get a WRONGFUL JUDGEMENT from his friend Michigan Judge Connors, who has NO JURISDICTION in Cayman. The Judgement of Specific Performance was obtained and based on PERJURY committed in Court: Eric said I went to his lending office to try to sell him my Cayman Retirement Condo and he accepted MY offer. (Complete Lies) and that I didn't show up at Closing. HE didn't show up either because there WAS NO CLOSING scheduled. (More Lies). I went to Eric's office and applied for a LOAN for my mother's Hospital Expenses. I presented all my info for the LOAN. Eric saw my assets and said he wanted to buy my Cayman Condo, which I told him was NOT for sale.

Eric was very Persistent, said it was best for my Mom, and HE could write up the contract for Free & pay all the legal expenses. I had no idea of the Condo value after owning it for 3 decades. He said he would do the research and determine the value so I would have nothing to do but continue taking care of my Dying Mother..

Eric Baited me with better deals: he said Mike Scarfo (my friend for 20 years), and he would buy my condo and I would MANAGE it for them and get some use of it, and we would all be friends. Mike is a rich Broker and can pay Cash for it. Eric coerced me when I was distressed to sign his contract. I wanted to show a lawyer first because I was in no mental state to understand anything Legal at the time. Eric wouldn't allow me to show a lawyer, saying it was "not a Real Contract". I didn't get to even READ it; Eric explained to me what was in the contract: He and Mike were buyers and I would Manage it for them. He turned to the back page and said "JUST SIGN IT"!! I believed he was trying to Help me. There was No witness and he made me back date it to May 27, 2014 when He had Pre-signed it. It was May 30, 2014 when I signed under duress.

When I read it later, NOTHING he told me was in the Contract. I called him and he said Everything will be in the FINAL Contract where "Everyone agrees on Everything". He said Mike would sign the final contract because he was "out of town". There never was a 'Final' Contract. After some months I realized I was being scammed. My lawyer said "You do NOT want to deal with these people", but it was already too late.

In the following months Eric was stringing me out with Mikes participation; he was fabricating many conversations he had with Mike, giving his opinions. I thought it strange that mike Never once called me or talked to me about being a buyer. Turns out Mike didn't even KNOW about it; Eric used his name as Bait to get my signature. Eric had just created a whole lot of lies and stories to deceive me and keep me on the hook. He put in the contract I would have to owner-finance him because he doesn't qualify for a loan. I will NEVER OWNER_FINANCE ANYTHING FOR HIM. He also wants to make ME pay his legal fees after HE Defaulted and all his attacks on me. I should not have to pay for his attempts to defraud me.

Somehow the Cayman Court doesn't understand that I am being Scammed. Eric Bradley is operating a Gigantic International SCAM and the court seems to go right along with it. He thinks he has the court in the palm of his hand. I am being treated unfairly. There are Cayman Laws that Protect ME, but the Court is ignoring those laws. Eric thinks he can come back 10 years after he defaulted with the Expired Michigan contract and get the SAME deal he had in 2014. THAT DEAL is OVER!!

The Michigan Contract EXPIRED in November of 2015. Eric DEFAULTED, couldn't come up with the Deposit or a Cayman contract. I did NOT renew the Contract. You can only have a Deal if BOTH sides Agree!. I gave Eric a Default notice as we didn't agree on Anything. After he defaulted Eric never spoke to me again, to this day! He was MAD I would not continue with his scam. He chose to continue himself, operating behind my back with multiple new contracts without my permission, to companies that didn't exist (Ponzi Scheme). I never signed anything else for him. I had enough of all their Empty Promises and Fake Contracts signed on my behalf as if I don't exist, and trying to put my condo into phony Cayman Companies (He said he was going to fulel all his income to anonymous Cayman companies to avoid paying US Taxes. If he put my condo in one of those companies and quit paying I would have no recourse with Cayman privacy laws .

G2025-0109 Page 49 of 62 2025-04-11
For the last 11 years I have been under Attack from Eric Bracley, who was doing many devious things to torment me: Deliberate False contracts designed to deceive me, along with a 6/4 quit Claim Deed signed on my behalf and contracts signed on my behalf (FRAUD), which he sent to the Villas of the Galleon office claiming to be a new owner and wanting keys to my condo. They told him "go to the OWNER".. He didn't want to do THAT1. He just wants to operate behind my back and steal my asets. He tried to take a Reverse Mortgage on my Michigan house to steal the 50 years of EQUITY out of my house. he was denied because he wasn't on my title. He Hacked my website and tried to collect money from my tenants, and tried do divert money being deposited into my bank account to his OWN account, Plus MANY other devious attacks on me.

This is LAWFARE

1 MESSAGE

Linda Frye <lindafrye1025@gmail.com>

Fri, Mar 21, 2025 at 10:18 AM

Does Anybody actually think this is FAIR!!? Plaintiffs Attack me, trying to take my largest asset from me, so they can 'Flip it' and steal my 36 years of equity, Deceive me with big lies to get a signature, they Default on their ONLY valid contract, were given a Default notice, yet THEY Chose to continue the Attack on me After their contract Expired and was not renewed and they still want ME to OWNER-Finance them when they haven't spoken to me for 10 years, AND Pay Their legal fees for their attack on Me. If Plaintiffs want to sell something, let them sell one of Their condos in Roatan Island and leave my condo alone!

This Judge Jall Asif honors Invalid, Fake, Incomplete Contracts which I had Nothing to do with. He thinks I should have to LEND to these people who don't qualify for a loan and presented NO Credentials.

Judge wants someone else to make his decision for him so he obeys the Rogue Michigan Judge who based his Specific Performance of the MICHIGAN Contract (not valid in Cayman), rather than Dismiss or Reverse the MI Wrongful Judgement based on Eric's LIES under Oath (Perjury) saying I went to his office to try and sell him my condo and he Accepted MY OFFER!! (What a big fat LIE). I went there and applied for a loan for my Mom's hospital expenses. He also lied and said I didn't show up at Closing (He didn't either as there was NO Closing). Based on those lies in Court he got Specific Performance. Judge Asif doesn't CARE if Eric Lied, he is going to uphold the EX Michigan Judges verdict.

Judge Asif & the Registrar refuse to use their Authority to Remove the Illegal Caution Eric put on my condo a year after his Contract Expired. There was NO Court order to file the Caution; he filed it without my knowledge and without notifying me (required). Eric Defied Judge Carter's Court Order for Eric to Pay MY legal fees.

Judge Asif IGNORES Cayman Laws that Protect me; he allows Plaintiffs to make decisions for him. Judge said Plaintiffs don't WANT me to have an Appeal so Judge is DENYING my appeal, even after I paid for it, was notified of the date and time and purchased my air ticket. Plaintiffs don't Want the Truth Exposed; they want the Court to believe their lies and propaganda. Judge said I am wasting Court time that could be used for Other Cases (my case dosen't count?). Plaintiffs WASTED TEN YEARS of Court time attacking me with frivolous, Devious harassments & fake Contracts, signed on my behalf, without my knowledge. (FRAUD)

Judge Asif said I am preventing plaintiffs from Enjoying their BARGAINI. They had their chance to get their Bargain in 2015 but they were Unable to Complete the deal. Now they want to come back 10 years later and get the same Bargain? That Bargain EXPIRED in 2015, no longer available. Plaintiffs have NO Valid Contract, but Judge is Allowing THEM to waste years of Court time, trying to FORCE Me to comply with their Demands. Who is Eric Bradley to tell the Court what to do?

Judge prevented me from hiring a Cayman Lawyer for the Appeal by refusing to remove the illegal Caution so I could get a loan on my condo to pay the lawyer. I applied for 3 loans in Michigan but the banks would not fund some foreign lawyer for this foreign Fiasco. Judge says I have no chance of winning the Appeal anyway (So is this case PREDETERMINED? or does he plan to influence the Appeals Panel? Something is very WRONG here. This needs to be Exposed to Media, Government and Tourism. It seems the Court is setting me up for Failure and is not recognizing that Eric Bradley is running a Giant SCAM. Court doesn't Care if I am being Scammed; Court just complies with all Plaintiffs demands; it's becoming more and more obvious that the Court is part of this, and facilitating this crime.

Eric kept changing Buyers (NOVATION) after HE Chose to Continue after his contract signed under Duress and coercion, Expired. This VOIDS his Contract. There was NO EXTENSION. I did not agree to Continue on, just had to defend myself against his continuous attacks. It takes 2 parties to agree to continue. I don't agree to continue. MY Voice should Matter too, not just Plaintiffs' voices. This is LAWFARE. These people have caused me a lot of HARSHIP in legal fees they caused me; they have destroyed my life for the last 11 years of my Retirement.

Eric has committed Fraud, Perjury, Collusion, Deception, Novation, Default, Misrepresentation, Impersonating me, Operating behind my back to steal my condo, Attempted Theft of my Rents, Attempted Theft of my EQUITY in my michigan house through a Reverse Mortgage on my Personal house, attempting to put my condo in a Non-Existant Anonymous Shell Company so I wouldn't be able to collect when he quits Paying. He coerced my signature with lies, false buyers, empty promises (Saying I would MANAGE it for Mike and Eric); he presented False information & propaganda to the Court to get a Wrongful Judgement, Collusion with his friend the Judge and the Judge's Student (Eric's Lawyer), promising them a cut in my condo sale, signing Documents behind my back on my behalf without my knowledge or permission, baiting me with the name of someone I knew and trusted, (who was Never part of this deal), Coercing a Signature from me when I was distressed and refusing to let me show a lawyer or even Read it. They impersonated me changing my 50 year phone number, fraudulently signed a 6/4 Quit Claim Deed, attempted to get keys to my condo declaring they were new owners, plus many other deeds of Harassment. How can people be so Cruel?

I have waited patiently for the Court to follow Cayman Laws and dispose of this case, but they don't dare to take action and allow it to torment me year after year. My condo is NOT for Sale and these Plaintiffs haven't had a Valid contract for the last 10 years! Cayman Court doesn't care if they are basing their decisions on Lies told in a Michigan Court which has no Jurisdiction in Cayman, as long as they have a decision already made for them and don't have to take responsibility to make their OWN decision. Cayman Court HAS the AUTHORITY to make their decisions, but prefer to "follow the leader", even though the MI judgement was based on PERJURY. Cayman Court doesn't Care that Plaintiffs Duped me to get a signature as long as they don't have to make a decision of their OWN.

Eric is doing what he does best: LYING, Defrauding & Deceiving the Court, trying to make Decisions For the court, Weaponizing & Abusing the Justice System, Twisting facts to present Misinformation, Psychological mind control & manipulation, Cognitive Warfare, Forgery and Fraud. Eric KNOWs he is committing Fraud but thinks he got by with it because nobody is smart enough to notice what he has done, or correct it.

I have NOT been treated Fairly!

PLAINTIFFS are wasting Court time

PLAINTIFFS are committing Fraud, Perjury, & Novation

Plaintiffs are Harassing & Abusing ME & abusing their Power & Demands to the Court. (they KNOW their Caution was filed Illegally; they even avoided putting their Passport numbers on the Caution Application so they couldn't be tracked for their Fraud). I don't know if that invalidates the Caution, but they seem to have gotten by with their Deceit. The Court and Registrar have Authority to remove the ILLEGAL Caution, but don't dare to take the responsibility to make a Decision to remove it. (Pathetic, Frustrating) They have ruined My Life, destroyed 11 years of my Retirement years, and are gloating because they got by with putting my condo in a Chokehold with their illegal Caution.

Eric's letter to VOG

1 message

Linda Frye <lindafrye1025@gmail.com>
To: Linda Frye <lindafrye1025@gmail.com>

Tue, Apr 8, 2025 at 9:47 AM

This is a letter Eric Bradley wrote to the VOG (Villas of the Galleon) Office Manager. This proves his lies, twisted facts and agressions to steal my condo in his own writing.

I DID NOT OFFER to sell Eric Bradley my condo. He DID NOT ACCEPT My offer as I did not offer him ANYTHING!!

I ONLY went to the LEnding company where he works and APPLIED FOR A LOAN for my dying Mother's Hospital Expenses. I presenter all my loan Documentation (tax returns, bank statements, Assets, debts, etc. Eric saw my Cayman Condo on the list and said HE Wanted to BUY IT. I told him "NOT FOR SALE". He kept soliciting my condo, pressuring me to see and added a friend of mine's name as bait, as He has the money to pay Cash. Eric Bracley is NOT a Qualified buyer. Eric said I would MANAGE it for them, and get some use of it.

This letter Eric wrote shows his Devious behavior; he presented the same thing in Court, trying to Claim ownership of my condo with Lies under Oath (Perjury).

He does NOT have a Valid contract and has NO INTEREST IN MY CAYMAN CONDO!!

Dear Ms. Anglin,

Thank you for taking my call today regarding unit #65 at Villas of the Galleon. Just to recap our conversation and provided you with some background information, my wife and I accepted Linda's offer to purchase her condo in 2014 and she subsequently refused to close. We filed suit in Grand Cayman in 2016 and in 2017 the Cayman Court ruled that the proper jurisdiction for our litigation should be in the state of Michigan since Linda, my wife and I all reside in Michigan.

Lie #1

We promptly filed suit here in Michigan in 2017, asking the court to award us specific performance of the sales contract. In 2019 Judge Connors of the 14th District Court in Ann Arbor, Michigan granted our motion for summary disposition and ordered Linda to complete the sale per the terms of our contract. From 2019 through 2022 Linda exhausted all legal appeals that were available to her, and all of those appeals were either denied or refused by the appeals courts, and the Michigan State Supreme Court.

Based on Lie #2 that I did show up at closing (there was no close scheduled. They didn't show up either.)

NOT

Since 2022 Linda has continued to refuse to sign the closing documents on the sale, we filed a motion asking the Judge to force Linda to sign the documents completing the closing and if she refused to have the court execute the closing documents on her behalf. Judge Connors signed all of the closing documents on Linda's behalf, thereby enforcing the courts order for Linda to execute the documents. Once this was completed and we sent the fully executed documents to our Cayman attorney, Alex Henderson, he notified us that, upon Judge Connors lawful signature of our closing documents as order by the court, we are now the beneficial owners of unit #65 and that as such we must commence the following actions:

Based on fraudulent actions, fraudulent documents.

- We must start making our mortgage payments to Linda, (1st payment is due November 1st).
- We must contact the Strata Manager to have her enroll you in the Strata and allocate parking, etc.
- We must start paying the Strata Fees

If you can instruct me as to how we should begin paying Strata Fees I would appreciate it. Also my wife and I are aware that Linda rents her unit herself, and we may do so initially, but we'd like information on joining the rental pool, because we believe that would be a better long term alternative for us. I've attached copies of some of the relevant documents I've mentioned. If you have any questions about this transaction and your role going forward, contact Alex Henderson at Dentons (375) 745-5003.

BS!

Sincerely,

Eric's FRAUD and Disregard for laws

Letter I wrote to ERIC

1 message

Linda Frye <lindafrye1025@gmail.com>
To: Linda Frye <lindafrye1025@gmail.com>

Fri, Nov 17, 2023 at 10:28 AM

Eric,

I don't know how you can think ANYTHING you did was LEGAL. You apparently think you can make your OWN laws. You hold hearings with just you and the Judge in private to conjure up SCAMS to steal a 75 year old Senior Citizen's Retirement condo.---You make all the Terms, Change buyers and expect ME to OWNER_FINANCE your premeditated SCAM!! There is NO Discussion with ME, the Owner. You make Phony Contracts and Fake Anonymous Cayman Companies, which DON'T EVEN EXIST (Ponzi Scheme), expecting to force ME to Owner-finance you because you don't qualify for a loan.

Your latest Cayman contract is again, NOT acceptable. I never agreed to any of that! Your ONLY MICHIGAN contract EXPIRED 8 years ago, in November 2015, and WAS NOT EXTENDED in writing by both parties, as Required. You had NO CAYMAN CONTRACT and couldn't pay the balance of a small deposit. The contract is OVER, FINISHED and Defaulted! There was NO CLOSING SCHEDULED---no time, date, place and neither I nor my lawyer knew about any closing. YOU LIED in COURT, saying that I didn't show up at Closing; YOU didn't show up either; you were not ready to close. You got your friend the Judge to get Specific Performance with that Blatant LIE in Court. You were given a notice of your Default & termination of the Michigan contract---the one and only Signed contract. You also did not obey anything in your Own contract. Specific Performance for ME ONLY?, NOT YOU??!! Sounds FAIR to YOU!

You ignored your Default and continued harassing me. A MONTH AFTER your contract expired you created a Fake anonymous Cayman shell company, Crystal Blue Vacations, which didn't even EXIST, never did. You wanted me to Owner-finance the company which you said was a company you were going to funnel all your US and Cayman Income to avoid paying US Taxes. This is FRAUD!

I never agreed to extend your SCAM to Steal my condo, yet you continued to write other new cayman contracts, totally unacceptable. You keep changing Terms & Buyers. I am Sick of your Ponzi Schemes to steal my condo which you way *Undervalued*. I am not selling ANYTHING to cheaters, Liars and Scammers; and I am NOT Owner-financing ANYTHING for YOU or Anybody. Your latest attempt has ME owner-financing you for 30 years, when I will be way over a Hundred years old.

All your Phony paperwork, documents, contracts with flamboyant signatures, witnesses, people signing on my signature line, etc, means NOTHING after November 30, 2015, when your ONLY, signed under duress, Michigan contract (no good in Cayman) EXPIRED and was NOT Extended. My condo is NOT FOR SALE!! I wouldn't sell my condo to you people for even 10 Million Dollars. You lie to your Lawyer (Student of the Judge, conflict of interest) and he presents your lies as Truth in Court to support your agenda to steal my condo. You, your lawyers, & judge are all in collusion to get my condo away from me to share in a 2 million dollar profit when you FLIP it. You have tried Everything possible to Scam me out of my condo I have owned 34 years (which you obviously have no intention of paying for). I never went to your office to Sell my condo to you, as you Lied in court;. I went to your office and applied for a LOAN for my dying Mom's Hospital and medical expenses.

You do everything BEHIND MY BACK, no discussion with ME, with intimidation tactics, Phony documents, hearings without my presence, QuitClaim Deed (6/4) signed by some Michigan resident on my behalf who does not own my condo, Fake Closing on my condo behind my back, in secret, without informing or inviting ME (because you wanted NO opposition to your Scam); Forgeries, people signing on my behalf on a contract which was Not seen or agreed on by ME. You just discard me as if I were dead (you wish) or mentally incompetent (I'm not).

You are a BROKER, who SHOULD have some *fiduciary responsibility* to a client to do what is best for the Client, not your OWN Self-Interest; YOU KNOW you defaulted, but tried to turn it around on Me with lies in Court to complete your Devious Agenda.

G2025-0109 Page 35 of 62 2025-04-11
You are trying to steal my condo without my knowledge with Fake companies for ME to Owner finance for you, Phony Cautions, Charges, 6/4's, Closing Documents not signed by Me on MY Condo, Judgements based on Lies; you Sue my lawyers for YOUR Legal fees for Your attack on Me, because you didn't Pay your Lawyers, just promised them a Cut in MY condo Sale, once you get it away from me and FLIP it for a 2 million dollar profit to share amongst you.

You have attacked me with MANY Lies in Court needed to support your attempted Theft of my condo; you have attacked me with IRS audits, Fake tax returns filed under MY SSN, hacked my VRBO site deleting My info & replacing it with Yours & tried to collect money from my clients; you called in and changed my 50 year phone number (to screw me up) to a number where I was getting only messages in Chinese; you applied for a REVERSE MORTGAGE on MY Personal House without my knowledge or permission (denied for lack of my info), and *Many other Attacks* on me, including trying to get keys from the office for MY condo by claiming you were the new owners, & trying to get the office to quickly sign a 6/4Quit claim deed for a "Closing Tomorrow". They told you to go to the owner.

You sent your most Recent Fake Closing documents with all the signatures, witnesses (but not MY signature) to the Villas of the Galleon Office,-but NOT GIVEN TO ME, the OWNER!. I only found out what you tried to pull off behind my back again, a month later, by accident, when I was in Cayman last month (October) getting my Tourist License. These are only SOME of the Tricks & Crimes you launched against me.

Stop the Shenanigans, Stop the FRAUD! Cease & Desist! Leave me Alone! Buy someone else's condo, if you think you can scam some other 75 year old lady, alone in this world, out of their possessions, and LIE your way through the process. There are 2 other condos like mine for sale in our complex, but the rest of the owners & Management do NOT want people like YOU in our complex. Good Luck!!

Eric's DECEPTION< FRAUD< DEVIOUS ACTS

1 message

Linda Frye <lindafrye1025@gmail.com>
To: Linda Frye <lindafrye1025@gmail.com>

Thu, Mar 13, 2025 at 10:31 PM

RE: Eric Bradley's DECEPTION, FRAUD, DEVIOUS ACTS
CAUSE 136 of 2016

****Eric Bradley & Judge Asif Prevented me from getting a Loan against my condo to pay my Cayman Lawyer to Represent me, by Refusing to Remove the ILLEGAL CAUTION he put on my condo in 2016, a year after he Defaulted in 2015, without even notifying me (required).**

****He also Prevented me from adding my Niece to my property (I Willed my condo to her).**

**** Eric obtained a Wrongful Judgement by committing Perjury in Michigan Court. He Lied in Michigan Court to obtain Specific Performance on a MICHIGAN Contract, Not Valid in Cayman (Eric said I came to his office trying to sell him my Cayman Retirement Condo and he accepted my Offer. (Big Lie--I didn't Offer him anything; I came to his office and applied for a LOAN for my mother's Hospital Expenses). He also said I didn't show up at Closing; There was NO CLOSING! He didn't show up either.**

****Novation: Eric changed Buyers and Terms without my permission, multiple times, once to a Fake company that didn't EXIST (Ponzi Scheme). This VOIDS the Contract. He Lied to ME and to the MI Court to get a Wrongful Judgement. Now the Cayman Judge just wants to OBEY the Wrongful Judgement of the MICHIGAN Judge, who has NO Jurisdiction to operate in Cayman.**

****Eric was Soliciting my Condo. HE wanted to Buy it; I repeatedly said NO, ITS NOT FOR SALE! He was Persistent, made a contract. He saw I was distressed, Vulnerable & unstable and took the opportunity to coerce me to sign it, Baiting me with Mike Scarfo's name (who is a Rich Broker I knew for years), making the Deal more acceptable. Eric said He & Mike would buy my condo, and I WOULD MANAGE IT FOR THEM. (It was a BIG Lie) That is the ONLY reason I even Considered Eric's pressured proposal. Eric said Mike could pay CASH for the condo and Eric would do all the price research and pay ALL THE LEGAL FEES. Eric was pressuring me when I was weak & distressed to Sell my retirement condo.**

****Eric presented NO Credentials or Qualifications to prove he was (NOT) a Qualified buyer. He used Mike's name and good reputation to coerce me to sign, without reading it, or showing a Lawyer, falsely claiming Everything we talked about was in the contract. I had come in to the Lending Company and Applied for a LOAN for my mom's Hospital Expenses. I was distressed & I had no mental capacity to understand anything legal at the time & asked to show it to a lawyer first, but Eric didn't allow it; he told me it wasn't even a 'Real Contract', "JUST SIGN IT!!!"**

****Eric convinced Judge Asif in Cayman to DENY my Appeal after I had already paid for it, already was given a Date and time on May 15 and already bought my non-refundable Air ticket. Eric told the Judge he didn't WANT me to Appeal and the Judge complied to Eric's demand.**

****Eric's ONLY signed contract EXPIRED in 2015. After he DEFAULTED, he filed an ILLEGAL CAUTION a year later (There was NO COURT ORDER: they filed it without my knowledge, with an Expired Michigan Contract, Invalid in Cayman, didn't tell me and I didn't find out till many months later).**

****Eric made multiple Fake Cayman Contracts which I had NOTHING to do with. He got his Friend EX Judge Connors sign on my line, saying 'All Voices were heard' (all EXCEPT mine). THIS IS FRAUD! The Michigan Judge missed 5 places where my signature was required. The contract is INCOMPLETE and INVALID. It wasn't anything like the MI Contract Eric got Specific performance on; I was never informed or consulted. It was done entirely Behind my Back!. They sent the Contract to the Villas of the Galleon Office, claiming to be new owners and wanting their keys to my condo. Office manager told him to "Go to the owner"; Eric didn't want to do THAT!. Villas of the Galleon gave me a copy. I was shocked! That contract is not completed and INVALID.**

G2025-0109 Page 57 of 62 2025-04-11
**Eric is Trying to FORCE me to LEND because he doesn't qualify to buy Anything; and Mike Scarfo was Never part of this deal (just a Hoax, Lie & Empty promise to get my signature). His Lie that Mike could pay Cash was just a Fake News.

**Cayman Law Protects ME from being FORCED to Lend to people who are not Qualified buyers, but Cayman Court ignores that law. Judge Asif just says I am Wasting Court time that could be used for other cases. I guess MY Voice doesn't count. But its just FINE for Eric Bradley to Waste TEN YEARS of Court time with his devious attacks on me after his Only contract EXPIRED, & was NOT Renewed. Doesn't anyone Know that when a contract Expires, it is OVER??

**Judge Asif said I have No chance to win the Appeal anyway (is this case Predetermined?) Judge denied my request for Appeal after I already Paid for it & was given a Court Date & bought my Air Ticket. The REASON: because he said the Plaintiffs don't WANT me to have an Appeal, so Judge Asif complied with their demand and denied my Appeal. (Who is in Charge here?) I guess Plaintiffs don't want to be Exposed after they managed to bulldoze their scam through the Court system with Lies (Perjury), changing buyers (Novation), and bullying. Court doesn't seem to Care about Plaintiffs wasting court time, and doesn't seem to care that I am being scammed; the court even honors Invalid, Expired, Fake or Incomplete Contracts I had nothing to do with, signed on my behalf without my knowledge, and ILLEGAL Cautions launched against an old lady's condo she owned for 36 years as a Permanent Resident!! Nothing makes sense!

**Eric was Angry because I would not Extend his Expired contract, which HE wasn't able to complete, so he quit talking to me, refused to admit Default and continued the Attacks on me after he Defaulted in 2015; he just Chose to continue on as if contracts Never Expire. Eric is a Broker; He KNOWS the contract is VOID, but He is STILL (10 years later) trying to steal my condo for 1/2 the money I put into it. (1.2 million) PLUS 36 years of EQUITY! Eric only has about \$12,000 partial deposit invested and refuses to accept it back. I tried many times to return it, even though it is mine to keep legally.

**Eric was given a Default Notice; the deal is OVER, but he refuses to quit. He had his chance to rip me off in 2015 at half my condo's value, but he could not Complete it. He thinks he can still come back 11 years later and get the SAME Deal, with No valid contract, and FORCE me to Lend, because he doesn't qualify for a loan. Plus he wants ME to pay his Legal fees, (which his Contract says HE will pay) for His attack on ME. The Judge is obviously on Eric's side claiming I am preventing Eric from 'Enjoying HIS 'BARGAIN". That 'bargain' was OVER in 2015 He couldn't complete the deal then, and can't pay for the condo. That Deal EXPIRED in 2015! I'm not owner-financing these people who haven't even spoken a Word to me for 10 Years!! and who don't even QUALIFY as buyers.

** Eric has destroyed the last 11 years of my Retirement and my ability to enjoy my biggest asset, with his continuous attacks, including hacking my website, trying to collect rents from my clients, (without my knowledge), trying to divert funds from My bank account to His bank, trying to take out a Reverse Mortgage on my Michigan house to steal my 50 years of Equity, among many other devious acts of Psychological Warfare, Abuse, Harassment and Fraud for the last 11 years.

**Eric's Abuse, Disrespect, Harassment, Manipulation to Control me, Fake Contracts (signed by Fraud), Illegal Caution preventing me full use of my property, tying up my Asset for 10 years, Trying to FORCE Me to LEND, and Pay Their legal fees for Their Attack on ME after THEY DEFAULTED, is UNCONSCIONABLE!! None of the issues I submitted were even addressed. I feel there is something very Wrong going on here. I, the owner of the condo they want to steal from me without paying for it, have Not been treated fairly. This needs to be Exposed.

They just want to discard me, operate behind my back without talking to me, do everything without my knowledge as if I don't Exist, and take my only large asset away from me so they can 'Flip it' for a 2 million dollar profit with NO CONSCIENCE. It seems the Court is facilitating this theft; they must have the court in the palm of their hand. I saw that the Plaintiffs lawyers even filed the Judge's ORDER (did they also write the Order to their liking? I don't know) They have the same lawyer? Isn't that a conflict of interest? Some things just don't make sense here. Plaintiffs don't CARE what they do to me; they know I will die soon anyway, Court Agrees.

I do NOT agree to sell these people ANYTHING!! They have backed me into a corner with the Cayman Court Facilitating their Crime, not even allowing me to Appeal or get a Cayman lawyer to help me. This is Senior Abuse to a 77 year old owner of 36 years, who has Permanent Residency in Cayman & the court will not protect a Cayman property owner, rather wants to take away my condo and GIVE it to scammers who just Want to 'Flip it' and steal my Equity for their OWN Gain. Pathetic!! I wonder if there are some kickbacks like there were in Michigan? Eric is Notorious for 'Making Deals', promising shared profits.

G2025-0109 Page 58 of 62 2025-04-11
The Court needs to REMOVE the ILLEGAL CAUTION IMMEDIATELY!! They have No legal Right to keep a chokehold on my condo. They haven't paid for it (and have no intention to pay for it). There was no Court Order to attach a Caution to my condo tying it up for the last 9 years (ridiculous). Lands & Survey said the Registrar made a mistake to file the Illegal Caution, and it Never should have happened. A Judge CAN Remove it. I noticed that Plaintiffs didn't even put their passport numbers on the illegal Caution Application so they couldn't be tracked for their illegal devious act done behind my back. This Court needs to Reverse the Wrongful Judgement based on Lies Eric told under Oath. tying up my condo for a Decade.

This Case needs to be DISMISSED!!

Sincerely,
Linda Frye

3

GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

Cause No. G 0109 OF 2025

LINDA FRYE

APPLICANT

-and-

ERIC BRADLEY

RESPONDENT

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 495G, George Town, Grand Cayman.
2. A defendant who states in the Defendant's Acknowledgment of Service that the Defendant 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 that Defendant's defence within the appropriate time, the Plaintiff may enter judgment against the Defendant 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 the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's 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

Please complete overleaf

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 the Defendant.
 3. Where the Defendant is sued in a name different from the Defendant's own, the form must be completed by the Defendant 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 that Partner's name.
 5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THAT PERSON'S OWN, the form must be completed by the Defendant with the addition in paragraph 1 of the description "trading as (.....)" after that Defendant's 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.
-



GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

Cause No. G 0109 OF 2025

LINDA FRYE

APPLICANT

-and-

ERIC BRADLEY

RESPONDENT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give that Attorney 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 the Defendant may have to pay the costs applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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

yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND the Defendant 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

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

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, the Defendant must give the Defendant's post office box number and the physical address of the Defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant 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 that Plaintiff's name, address and reference, if any, in the box below.

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of that defendant's name, address and reference, if any, in the box below.