



SUMMARY COURT OF THE CAYMAN ISLANDS

SUMMONS

Cause No: S2026 of

KERRIAN PATTERSON-WATLER

PLAINTIFF

T/A FASHION FOR DONS AND DIVAS

AND: LOUISE CHRISTINE BURKE-RICHARDSON

DEFENDANT

To the Defendant

Mrs. Louise Christine Burke-Richardson

Burke Maude Plaza

128 Shedden Road

George Town, Grand Cayman

Cayman Islands

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

WITHIN 14 DAYS after service of this Plaintiff on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action.

If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form. If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this day of 21 April 2026

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. Parties

1. The Plaintiff is a business operator trading as *Fashion for Dons and Divas*, carrying on business within the Cayman Islands.
2. The Defendant is the landlord and/or operator of the commercial premises known as Burke Maude Plaza, located at 128 Shedden Road, George Town, Grand Cayman.

2. Lease

3. On 1 April 2024, the Plaintiff and the Defendant entered into a lease agreement in respect of Shop 123 (Exhibit “KPW 1”).
4. The rent under the lease was CI\$3,300 per month, payable on the 1st day of each month.
5. The Plaintiff paid a security deposit in the sum of CI\$3,375.

3. Alleged Arrears and Late Fee Provision

6. By correspondence dated 25 January 2026 and 31 January 2026, the Defendant alleged that the Plaintiff was in arrears and demanded payment of sums totaling CI\$13,400. Letter dated 31 January 2026 attached as (Exhibit “KPW 2”)
7. The said calculations are incorrect, and if any rent is owing, it would amount to no more than one month’s rent.
8. The lease provides for a late fee of CI\$100 after five (5) days. On occasions where the Plaintiff was late, she paid the applicable late fee.
9. The Defendant failed to properly apply or enforce this provision in calculating the alleged arrears.

4. Defective and Unlawful Notice

10. On or about 25 January 2026, the Defendant unlawfully locked the premises and placed a notice on the shop door (Exhibit “KPW 3”).
11. The Defendant did so without lawful authority and without providing proper notice.
12. As a result, the Plaintiff was wrongfully excluded from the premises and denied access to her goods and personal property.

5. Breach of Lease – Partial Occupation by Defendant

13. The Defendant occupied approximately half of the premises with her own goods.
14. Despite repeated requests, the Defendant failed and/or refused to remove those goods.
15. As a result, the Plaintiff was deprived of full use and quiet enjoyment of the premises and suffered loss and disruption to her business.
16. The Defendant thereby used part of the premises for storage free of charge, in breach of the lease.

6. Security Deposit

17. The Defendant holds a security deposit in the sum of CI\$3,375.
18. If any arrears are due, the Defendant has failed to properly account for or lawfully apply the said deposit in calculating the alleged arrears.
19. There is no provision in the lease permitting the Defendant to forfeit the security deposit.
20. The value of the Plaintiff's goods exceeds the alleged debt.

7. Trespass to Goods / Conversion

21. By denying the Plaintiff access to the premises, the Defendant unlawfully interfered with the Plaintiff's goods.
22. The Defendant's actions amount to trespass to goods and/or conversion.
23. Following an attempted burglary at the premises, the Plaintiff requested access to inspect her goods; however, the Defendant refused such access.

8. Defamation

24. The Defendant falsely alleged that the Plaintiff was engaged in illegal activity, namely the sale of "Cash Pot."
25. The said allegation is wholly untrue.
26. This allegation has caused damage to the Plaintiff's reputation and business.

9. Loss and Damage

27. As a result of the Defendant's actions, the Plaintiff has suffered:
 - a. Loss of income in the sum of CI\$2,000 per month (January – April), totaling CI\$8,000;
 - b. Business interruption losses based on average monthly sales of CI\$6,200, totaling approximately CI\$24,800 for the period January – April (subject to deduction of expenses and salary);
 - c. Damage to reputation;
 - d. Embarrassment and distress;
 - e. Loss of use of the premises;
 - f. Interference with goods.

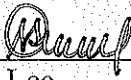
10. Relief Sought**AND the Plaintiff claims:**

1. Damages for unlawful exclusion;
2. Damages for trespass to goods and/or conversion;
3. Damages for loss of income and business interruption;
4. Damages for defamation;

This PLAINT is filed on behalf of the Plaintiff by, Sophia Lee Attorney- At-Law Address 3rd Floor, Piccadilly Office Centre, 28 Elgin Avenue, George Town, P.O. Box 924, Grand Cayman KY1-1503 Email: Sflee.law@gmail.com Tel: (345) 925-7851

5. An Order granting immediate access to the premises to retrieve the Plaintiff's goods;
6. Interest pursuant to the Summary Court Law;
7. Costs and incidental expenses;
8. Such further or other relief as this Honourable Court deems just.

Dated this 21 day of April 2026



Sophia Lee
Attorney for the Plaintiff

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

KERRIAN PATTERSON-WATLER

Plaintiff

AND:

LOUISE CHRISTINE BURKE-RICHARDSON

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

2 State whether the Defendant intends to contest the action.

☐

Yes

☐

No

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

☐

Yes

☐

No

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

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature _____

Dated this _____ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

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

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

Louise Christine Burke-Richardson
Burke Maud Plaza
128 Shedden Road
Box 406 KY1-1106 George Town Grand Cayman
Email: louchris83@hotmail.com

FIRST SCHEDULE

The demise premises shall consist of a total floor area of approximately 1400 square feet of the building known as the Burke Maud Plaza marked as #123. situated at registration section: George Town Central Block 14CJ, Parcel 28, Grand Cayman, Cayman Islands (hereinafter called "the building).

Monthly Rent: CI\$3,300.00 per month
Garbage Skit fees of \$75.00 monthly
Total CI\$3,375.00 effective DATE: AUGUST 1st, 2024

LEASE OPTION: 5 YEARS RENEWABLE – Expiring January 1st 2029
IF THIS LEASE IS BROKEN BEFORE THE 5 YEARS AND TENANT LEAVES THE PREMISES A DEFAULT IS TRIGGERRED AND THE RENTAL SECURITY DEPOSITS FORFEITED.

Provided that the Landlord shall be entitled to Increase said Rent in accordance with any increase of cost of living in the Cayman Islands. THE RENT SHALL BE REVIEWED AT THE END OF EACH YEAR any consideration of increase in rent to be agreed by both parties if required.

1. **Security Deposits \$3,000 paid Balance \$375.00 to be paid Sat. May 26, 2024 –**
2. **Upon receipt of 1st Month Rent Paid SECOND SCHEDULE LEASE will be completed and signed.**

Upon the expiry of this Lease and upon the Tenant having observed its covenants hereunder the Landlord shall return the Deposit to the Tenant within three months (90 days) provided always that if the Tenant is in breach of any provisions of this Lease or has failed to remedy any such breach or damages the Landlord shall deduct from the Deposit such sums as may be necessary including reasonably incurred attorney's fees, (whether allowed on a taxation or otherwise) utility expenses,

2 MONTHS RENTAL SECURITY DEPOSIT – CI\$6,675.00
SECURITY DEPOSIT WATER: CI\$75.00
TOTAL SECURITY DEPOSIT CI\$6,675.00 – TO BE PAID IN FULL

LEASOR has requested an extension of 1 month Security of \$3,300 to be paid 3 months after moving in. Date to be determined once moved in.

THE FOLLOWING RENT TO BE PAID MONTHLY Effective: August 1st, 2024 –
LATE RENT will occur an Automatic Fee of CI\$100 weekly (After 5 days)

1st Month Rent CI\$3,300.00

Your commitment to rent the STORE and DEPOSITS PAID IN FULL (Approval for 2nd Deposit to be paid in 3 months) and The First Month Rent is paid this gives you the right for Schedule Two Lease to be signed Your commitment to rent the Restaurant and DEPOSITS PAID IN FULL and you move in fully on 1st AUGUST 2024

- Landlord has agreed to promote New Business on Social Media for the 1st 6 months. Leaser to promote new Business on a Radio Station, flyers & Social Media – produce your flyers and send to Landlord to share on Social Media.
- All Garbage to be placed in STRONG BLACK GARBAGE BAGS and locked (as skit is only emptied 2 times per week)
- To keep in front of each Unit Clean
- All Carton BOXES are to be broken DOWN FLAT and then placed in the Garbage Skit.- This is done to ensure all Garbage hold in the Skit
- NO GAMBLING including Selling of DAILY CASH POT NUMBERS PERMITTED ON THE PREMISES MONDAY THROUGH SUNDAY. as per the Laws govern by Licensing Board.

Not to assign, underlet or part with possession of the Leased Premises or any part thereof without the written consent of the Landlord.

To use or permit the Leased Premises to be used for professional or business purposes only.

Not to use or permit the Leased Premises to be used for residential purposes or for overnight accommodations.

There shall be no alterations to the Walls, Electrical System, and Plumbing without prior permission of the Owner.

- Parking is reserved for all Customers attending businesses of Burke Maud Plaza; we ask that Staff to park on the side of the street to ensure Customers are taken care off.
- For safety of your premises we ask that SECURITY CAMERAS be installed

LANDLORD AGREED TO LEAVE ALARM SYSTEM ACTIVATED IN THE STORE, giving you your PASSWORD.

- FOR SECURITY PURPOSED THE ENTRANCE DOOR – REPLACE AUTOMATIC LOCK & OPENING FOR SECURITY PURPOSES.
- The WINDOWS are partly grilled we ask that if YOU TAKE DOWN THE PLYWOOD (WHICH SECURES THE WINDOWS) ON THE OTHER GLASS AREAS THAT YOU GRILL ALL WINDOWS FOR SECURITY PURPOSES.

We are to happy to have you as our new Client and will work with you to ensure you have a good a good start

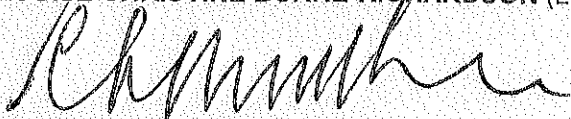
PROVIDED ALWAYS and it is hereby agreed as follows:

PROVIDED ALWAYS and it is hereby expressly agreed as follows:

If the rent hereby reserved or any part thereof shall at anytime be unpaid after five (5) days after the date on which it is due, then a penalty Fee of CI\$100.00 per week shall be charged and added to the outstanding rent.

This FIRST Schedule indicating the Rent and Rental Security Deposits shall form part of the SECOND Schedule which is to be completed and signed once Tenant has paid Security Deposits in full.

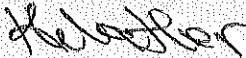
Signed, sealed and delivered by
LOUISE CHRISTINE BURKE-RICHARDSON (Landlord)



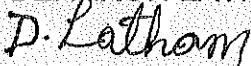
FASHION 4 DON's & DIVAS

Signed, sealed and delivered by

KERRIAN WATLER



Signed, Sealed and delivered by
DERRON LATHAM



NOTICE TO QUIT PREMISES**To:****THE TENANTS -****KERRI ANN EUNICE PATTERSON WATLER****DERRON MARK ANDREW LATHAM****Unit#123, Burke Maud Plaza, 128 Shedden Road, George Town, Grand Cayman****From:****THE LANDLORD -****LOUISE CHRISTINE BURKE-RICHARDSON****P.O. BOX 406, George Town, Grand Cayman, KY1-1106****Date: 31st January 2026****Re: Notice to Quit – Rent Arrears****TAKE NOTICE** that you are in arrears of rent in respect of the premises known as:**Unit# 123, Burke Maud Plaza, 128 Shedden Road, George Town, Grand Cayman****The rent due and unpaid is as follows:****Monthly rent: CI\$ 3300****Period outstanding: 1st December 2025 – 1st February 2026****Late fees - \$100 per month****Total arrears outstanding: CI\$ 10,200****Despite prior demands, the outstanding rent remains unpaid. This constitutes a breach of the lease agreement.****Accordingly, you are hereby required to quit and deliver up possession of the premises on or before the 28th February, 2026.****If you fail to vacate the premises by the date specified:**

Exhibit "KPU 3"

2026-04-21

Sunday January 25 2026

FINAL DEFAULT NOTICE-Fashion for Dons & Divas owned by Kerry Ann Watler

Refer to your Default Notice sent by Text
LOCKS CHANGED

L. C. BURKE- RICHARDSON

Owner

BURKE MAUD

PLAZA

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