



No. 1

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ____ of 20__

BETWEEN:

Michael T Derzack

Plaintiff

AND:

(1) Davenport Development Ltd
(2) Davenport Property Management and Services Ltd
(3) Arvia Strata Plan 929
(4) Daniel DeFinis – CEO, Davenport Development Ltd &
Davenport Property Management Services Ltd/President,
Executive Committee Arvia Strata Plan 929
(5) Michael Darchis – Arvia Strata Manager

Defendants

To the Defendants

To the First Defendant PO Box 65, Grand Cayman, KY1-1102, Cayman Islands
To the Second Defendant PO Box 65, Grand Cayman, KY1-1102, Cayman Islands
To the Third Defendant PO Box 65, Grand Cayman, KY1-1102, Cayman Islands
To the Fourth Defendant PO Box 65, Grand Cayman, KY1-1102, Cayman Islands
To the Fifth Defendant PO Box 65, Grand Cayman, KY1-1102, Cayman Islands

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

Within 14 days after service of this Plaint on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 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 22nd Day of
June, 2026

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

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

See attached.

AND the Plaintiff claims:

- 1 The sum of \$ 6,834.87.
- 2 Interest in the sum of \$ 182.53 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ TBD, alternatively costs to be assessed.

Michael T Derzack

Digitally signed by Michael T Derzack
Date: 2026.06.16 11:35:32 -04'00'

Plaintiff's Signature

Plaintiff's address for service

Michael T. Derzack
P.O. Box 1134
Wexford, PA 15090 U.S.A.

THE HONOURABLE THE COURT OF THE SUMMARY COURT, GRAND CAYMAN

MICHAEL T. DERZACK,

Plaintiff,

v.

DAVENPORT DEVELOPMENT LTD,
DAVENPORT PROPERTY MANAGEMENT
AND SERVICES LTD,
ARVIA STRATA PLAN 929,
DANIEL DEFINIS – CEO, DAVENPORT
DEVELOPMENT LTD & DAVENPORT
PROPERTY MANAGEMENT SERVICES
LTD/PRESIDENT, EXECUTIVE
COMMITTEE ARVIA STRATA PLAN 929,
MICHAEL DARCHIS – ARVIA STRATA
MANAGER,

Defendants,

CAUSE NO.: SC _____ OF 2026

PARTICULARS OF CLAIM

Filed on Behalf of Plaintiff,
Michael T. Derzack

Pro Se

P.O. Box 1134
Wexford, PA 15090
U.S.A.

nderzack64@yahoo.com

(724) 713-1219

THE HONOURABLE THE COURT OF THE SUMMARY COURT, GRAND CAYMAN

MICHAEL T. DERZACK,

Plaintiff,

CAUSE NO.: SC _____ OF 2026

v.

DAVENPORT DEVELOPMENT LTD,
DAVENPORT PROPERTY MANAGEMENT
AND SERVICES LTD,
ARVIA STRATA PLAN 929,
DANIEL DEFINIS – CEO, DAVENPORT
DEVELOPMENT LTD & DAVENPORT
PROPERTY MANAGEMENT SERVICES
LTD/PRESIDENT, EXECUTIVE
COMMITTEE ARVIA STRATA PLAN 929,
MICHAEL DARCHIS – ARVIA STRATA
MANAGER,

PARTICULARS OF CLAIM

Defendants,

PARTICULARS OF CLAIM

AND NOW, comes the Plaintiff, Michael T. Derzack, Pro Se, and files the within
Particulars of Claim and in support thereof avers as follows:

1. The Plaintiff purchased a condo located in the plan known as “Arvia”, located in Grand Harbour, Grand Cayman from Davenport Development Ltd on November 19, 2019 with possession after the completion of construction on July 23, 2021 and subsequently sold the property on March 27, 2026 to a private 3rd party.
2. At the time of sale, Plaintiff was forced to pay the Strata Plan 929 the sum of \$6,834.73 to have the Strata Plan 929 issue a “Section 6(4) certificate so as to provide the buyer with clean title which is the nature of the matter as more thoroughly set forth below.

3. During the time frame of ownership, while there were periods of peace, there were also periods of conflict as exemplified in a July 3, 2023 email sent to the Plaintiff by Paul Pearson, Director, Davenport Development Ltd, who Plaintiff has never met, who referred to the Plaintiff as a “misogynistic, arrogant, unadulterated rude pig to me”, and that the Plaintiff was to have no communication with any of the Davenport or Davenport Property Management Services team (See Exhibit 1).
4. Strata Plan 929 was created by Davenport Development Ltd at the inception of Arvia as a separate legal entity to manage and maintain common property, handle the development’s finances and enforce community bylaws.
5. The Strata Plan 929 was managed by Davenport Development Ltd and Davenport Property Management Services Ltd up until August 16, 2023, when the first Executive Committee was elected (See Exhibit 2).
6. Subsequent to the formation of the Executive Committee, Davenport Development Ltd and Davenport Property Management Services Ltd maintained influence over the day-to day operations of strata management, exemplified by the ‘election’ of Danial DeFinis as President of the Executive Committee, while concurrently being the CEO of Davenport Development Ltd and Davenport Property Management Services Ltd.
7. On or about August, 2024, Michael Darchis, being an employee of Davenport Property Management Services Ltd, became the Arvia Strata Manager. The Plaintiff avers that there was never an effort by Strata Plan 929 to consider alternative property management companies, and that while Michael Darchis serving as Arvia Property Manager and Daniel DeFinis serving as the head of the Executive Committee handle day-to-day operations, Davenport Development LTD maintains influence and control through its

role as the initial board appointer and decision-maker in the community's early stages, and continues to shape the management company's authority.

8. As established above, the various Defendants are inherently interconnected and collectively constitute the circumstances giving rise to the present action.
9. The interrelationship of the multiple Defendants – the way the defendants' actions, omissions and relationships are connected is the central factual basis for the Plaintiff's claim, whereby the harm to Plaintiff would not have occurred but for the combined or sequential actions of the Defendants demonstrating factual causation, and the harm was a reasonable foreseeable consequence of the interrelated conduct supporting proximate causation.
10. As stated above, Strata Plan 929 had the responsibility of handling the development's finances including but not limited to collecting obligatory Strata Plan 929 maintenance and insurance fees from property owners, which the Plaintiff acknowledges.
11. The Plaintiff always paid these fees timely and responsibly, until numerous unaddressed issues that fell under the interrelated Strata Corporation's, Davenport Development Ltd's, Davenport Property Management Services Ltd's and the individual Defendant's responsibility began to materialize and multiply exponentially, whereby Plaintiff withheld certain amounts and/or paused strata payments, until the issues were resolved, addressing the rationale to the Defendants – not knowing if the Defendants would resolve the issues and/or the Plaintiff would have to secure additional contractors and incur additional costs.
12. During the course of the Plaintiff's ownership, there were multiple issues resulting in damages to the Plaintiff, including:

A. The Patio Screen.

B. The Front Door Glass Windowpane.

C. Water Damage Resulting From Faulty Construction.

The Patio Screen

13. At the time of construction Davenport Development Ltd required that any homeowner wishing to have a screen installed utilize one of two designs approved by Davenport Development Ltd.
14. In addition, Davenport Development Ltd. made a substantial modification to the construction project without notification to the homeowners.
15. The modification involved bringing fill to the rear elevation adjacent to the patio to raise the ground surface approximately three (3) feet, whereby Davenport Development Ltd eliminated structural steps off the patio.
16. While the Construction contract did contain a clause (See Exhibit 3, 5.2 and 5.2) whereby Davenport Development Ltd “has the right to make such reasonable modifications to such plans...provided the modifications are insubstantial or immaterial and of a routine nature and do not materially adversely affect the appearance of the Lot, or the structure, design or size of the Condo...”, the significant alteration of the finished grade, whereby the grade was now equal to the patio ground floor, and the elimination of structural steps could hardly be considered insubstantial or immaterial and routine in nature.
17. Never-the-less, Davenport Development Ltd made the change without discussion or notice, which while unknown at the time led to catastrophic failure of the patio screens that were required by Davenport Development Ltd.
18. Davenport Property Management Services Ltd, by and through the Strata management contracted with a landscaper who would notoriously throw grass clippings against the

screens, fowling the sliding mechanism by embedding grass clippings and debris in the screen track.

19. Despite repeatedly asking the Strata Manager to instruct the landscape company to direct the grass clippings away from the screens, the landscaper disregarded the request.
20. As of the filing of this Complaint, the majority of screens in Arvia are in disrepair and nonfunctional, with at least one exasperated homeowner replacing the entire screen and incorporating a vertically retractable screen at the homeowner's expense in its' place.
21. The Plaintiff also had a landscaper cut through the screen with what a grass trimmer who failed to report the incident.
22. The cost of the screen was **\$5,099.87 KYD**. Neither Davenport Development Ltd, Davenport Property Management Services Ltd, the Strata Plan 929 nor the landscapers, all of whom were involved, accepted responsibility for the inoperable screen.
23. This incident is demonstrative of the nature and interrelated relationship between the Defendants, all of whom shared involvement and culpability in one form or another.

The Front Door Glass Windowpane

24. On November 6, 2023, one (1) of the (4) pieces of glass in the Plaintiff's front door cracked in half as the result of a manufacturer's defect. Nearly identical patterned cracks in the front door glass of other units have been noted.
25. Initially, Davenport Development Ltd refused to provide the any assistance nor even the name and address of the door manufacturer, and even though it was clearly an exterior and structural issue, Arvia Strata 929, by and through Davenport Property Management Services Ltd, failed to offer repair or replacement assistance indicating that the Plaintiff had to work

through Davenport Development Ltd which was already shown to initially be of no assistance.

26. Plaintiff learned on his own that the property windows and doors were manufactured by a Spanish based company known as Induplan, and that the window was covered by a manufacturers Warranty, a point later refuted by Davenport Development Ltd.
27. Once the Plaintiff learned who manufactured the window, Davenport Development Ltd. reluctantly agreed to help.
28. While initially willing to cover the cost and replacement of the glass, Davenport Development Ltd refused to do so, indicating that the Plaintiff needed to pay Davenport Development Ltd **\$275.00 KYD** in advance to cover the cost of the glass which reluctantly the Plaintiff, with no other alternative was forced to do, still with the belief that Davenport Development Ltd would perform the installation.
29. Davenport Development Ltd refused to provide an invoice from the manufacturer.
30. Eventually, Daniel DeFinis, CEO of Davenport Development Ltd, CEO of Davenport Property Management Services Ltd and President of the Arvia Executive Committee got involved (See Exhibit 5).
31. While the details were never shared with the Plaintiff, Daniel DeFinis located a different manufacturer who made a somewhat similar but noticeably not an exact glass replacement.
32. It was not until November 18, 2024, **over a year later**, that Davenport Development Ltd delivered the replacement glass, for which the Plaintiff had to pay an additional **\$120.00 KYD** to have it installed.
33. The incident surrounding the defective window glass also demonstrates the interrelationship of the Defendants in this matter.

Water Damage Resulting From Faulty Construction.

34. On November July 4, 2024, the Plaintiff reported to the Strata Plan 929 Manager, Michael Darchis that the ceiling was leaking in numerous locations, and that the Plaintiff was collecting water in buckets (See Exhibit 6).
35. The Plaintiff was informed that Davenport Development Ltd would repair the leak, but that all work had to be scheduled through the Strata Plan 929 Manager, whereby also demonstrating the interrelationship between the Defendants (See Exhibit 7).
36. Repairs were not completed until August 24, 2025, over a year past the date of the incident.
37. Due to the inordinate amount of time it took the Strata Plan 929 to repair the property, coupled with the upsetting screen and windowpane issues, the Plaintiff commenced withholding some of the funds from the quarterly strata payments, primarily to force the Strata Plan 929 and Devenport Development Ltd to complete the repairs associated with the leak, which was discussed and explained to the Strata Plan 929.

Summary of Damages

38. All told, the Plaintiff incurred damages totaling **\$5,494.87 KYD** which incorporated the patio screen and the front door glass windowpane.
39. Damages resulting from the water damage resulting from faulty construction are not equated, however, the Plaintiff incurred late fees to his Strata Plan 929 account which becomes the subject of the following.

The Plaintiff's Strata Plan 929 Account and Final Strata Payment

40. From the period of time of December 31, 2020, which was the commencement of Strata payments, until July 1, 2025, there were no late payments applied to the Plaintiff's Strata

Plan 929 account, demonstrating that the Defendants Strata Plan 929 account was in good standing for over the first four and a half (4 ½) years (See Exhibit 8).

41. It was only after this time that the Plaintiff, candidly, had had enough of being taken advantage of regarding the tardy lack of response from Davenport Development Ltd, Davenport Property Management and Strata Plan 929 management.
42. In order to not dismiss Plaintiff's responsibility to the Strata Plan 929 and the Arvia Community, Plaintiff paid \$3,233.34 KYD on July 30, 2025 with the understanding that at that time Plaintiff's Strata Plan 929 account was paid in full (See Exhibit 9).
43. Regardless of Plaintiff's designation and communication with the Strata Plan 929 that the July 30, 2025 payment paid the account in full, Strata Plan 929 management applied three (3) late fees each being \$450 KYD for a total of \$1,350 KYD which Strata Plan 929 management refused to waive.
44. Subsequently, Strata Plan 929 management provided a Strata Plan 929 Section 6.4 letter, without prior knowledge or permission to the Plaintiff's real estate agent who in turn forwarded it to Campbells LLP, the closing agent, who reduced the plaintiff's sale proceeds by \$6,834.73 KYD.
45. The manner that the Defendants orchestrated the Section 6.4 letter and elicited payment was tantamount to extortion, essentially forcing the Plaintiff to pay the amount, with not offering any concessions, or threaten the real estate transaction.
46. Defendant Strata Plan 929, with direct interrelationship with the other Defendants, in its capacity as body corporate, unlawfully demanded and obtained payment from Plaintiff in an amount and manner with which it had no legal right to obtain, and did so by making an indirect threat, thereby inducing the Plaintiff to proceed with the sale of the property

under duress. This conduct constitutes extortion and/or unlawful coercion as well as breach of statutory duties.

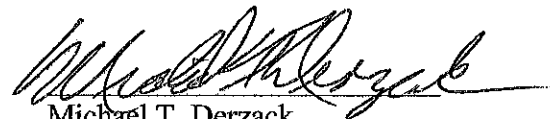
PRAYER FOR RELIEF

AND the Plaintiff claims, that Defendants pay Plaintiff for the entire \$6,834.73 KYD, pay interest at 8% per annum calculated from date of closing to current date of filing to be \$182.53 KYD with additional interest to be determined and fixed costs incurred by Plaintiff including transportation expense, filing fees and additional fees yet to be determined at the prescribed rate.

Respectfully submitted,

Michael T. Derzack

June 22, 2026
Date


Michael T. Derzack

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE No. S2026-

BETWEEN	MICHAEL T. DERZACK	PLAINTIFF
AND	DAVENPORT DEVELOPMENT LTD	1 st DEFENDANT
	DAVENPORT PROPERTY MANAGEMENT AND SERVICES LTD	2 nd DEFENDANT
	ARVIA STRATA 929	3 rd DEFENDANT
	DANIEL DeFINIS	4 th DEFENDANT
	MICHAEL DARCHIS	5 th DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State the 1st Defendant's name and address,

DAVENPORT DEVELOPMENT LTD

P.O. Box 65

George Town

Grand Cayman

Cayman Islands

KY1 - 1102

Registered Address

State the 2nd Defendant's name and address,

DAVENPORT PROPERTY MANAGEMENT AND SERVICES LTD

P.O. Box 65

George Town

Grand Cayman

Cayman Islands

KY1 - 1102

Registered Address

State the 3rd Defendant's name and address,

ARVIA STRATA 929

P.O. Box 65

George Town

Grand Cayman

Cayman Islands

KY1 - 1102

Registered Address

See Overleaf

State the **4th Defendant's** name and address,

DANIEL DeFINIS

Chief Executive Officer, Davenport Development Ltd,
Davenport Property Management and Services Ltd, President, Executive Committee
Arvia Strata Plan 929

P.O. Box 65

George Town

Grand Cayman

Cayman Islands

KY1 - 1102

Registered Address

State the **5th Defendant's** name and address,

MICHAEL DARCHIS

P.O. Box 65

George Town

Grand Cayman

Cayman Islands

KY1 - 1102

Registered 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 **Plaint** is acknowledged accordingly



Defendant's Signature

Dated this  day of  2026.

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, P.O. Box 495 GT, George Town, Grand Cayman within **14 days** of receipt otherwise a Default Judgment may be entered against you.
