



ARY COURT AT GEORGE TOWN

CAUSE No. SC of 2026

THE PROPRIETORS OF STRATA PLAN 312

PLAINTIFF

AND:

SHAUN-MICHAEL MORGAN

DEFENDANT

PLAINT

TO: Shaun-Michael Morgan
25 Hope Springs
P.O. Box 10731 APO
George Town
Grand Cayman, KY1-1007

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 Complaint 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 23 day of June 2026.

IMPORTANT**See overleaf for particulars of the Plaintiff's claim**

PARTICULARS OF CLAIM

1. The Plaintiff is a body corporate established pursuant to the Cayman Islands Strata Titles Registration Law (2013 Revision) ("the Act"), and comprises the proprietors for the time being of the strata lots comprising Strata Plan No. 312 (the "Strata Plan"), being the residential development known as Hope Springs ("the Strata"). The Strata is capable of bringing proceedings by virtue of section 5(1) of the Law.
2. The Defendant, at all material times, is and was the registered proprietor of one of the Strata lots forming part of the Strata Plan, namely Block 14D, Parcel 99H30 known as Unit 25 Hope Springs ("the Property").
3. The control, management, administration, use and enjoyment of the Strata lots and the common property that form part of the Strata Plan, including the Property, is regulated by the Plaintiff's By-Laws ("the By-Laws") registered against the Strata Plan.
4. By virtue of section 21(7) of the Act, the By-Laws of a Strata in force at any time shall bind the proprietors of Strata lots at the Plaintiff Strata including the Defendant.
5. Pursuant to By-Law 4.3 of the registered By-Laws of the Strata it is the Defendant's obligation to pay within thirty-one (31) days of demand charges and outgoings assessed by the Plaintiff in order for the Plaintiff to comply with its duties and obligations to insure the Strata units and to control, manage and administer the common property.
6. The Plaintiff levied charges and assessments by way of monthly invoices sent to the Defendant stating the payment due for the month and the cumulative debt at that time.
7. Despite repeated demand by the Plaintiff, the Defendant has failed or refused to make payment to the contributions assessed and levied by the Plaintiff.
8. The Defendant has breached its obligations under the By-Laws by failing and/or refusing to pay the charges and assessments. By reason of the Defendant's breach of the By-Laws the Plaintiff has suffered loss and damage and seeks to enforce its rights against the Defendant in accordance with the By-Laws.
9. As at 31 May 2026, the Defendant was indebted to the Plaintiff in the sum of CI\$7,015.66 ("the Debt"). The Debt is comprised as follows:
 - a. Principal: CI\$6,954.32
 - b. Interest: CI\$61.34

Particulars of Loss*Strata Fees*

10. The Plaintiff has suffered loss by reason of unpaid Strata contributions in the principal sum CI\$6,954.32.
11. The Plaintiff is entitled to the payment of the Debt and contributions that it levies together with interest up to the date of the trial. Such loss is expected to continue to the date of the trial. Full and further particulars of which will be provided in advance of the trial.

Legal Expenses

12. By reason of the Defendant's breach of the By-Laws, the Defendant has caused the Plaintiff to incur legal expenses. Pursuant to clause 4.3(b) of the By-Laws, the Defendant is contractually liable to the Plaintiff for all legal costs and expenses reasonably incurred by the Plaintiff in connection with the performance of its duties under the Law and By-Laws.
13. As of the date of issue of the Plaint the Plaintiff has incurred the following reasonable costs:-

Professional fees and disbursements – KSG Attorneys at Law CI\$1,000.00

Statement regarding Interest

14. The Plaintiff seeks pre and post judgment interest at the rate of 12% per annum from the date of issue of proceedings to the date of payment pursuant to By-Law 4.3(i) in accordance with the contract terms and the provisions of the By-Laws.
15. Interest is calculated pursuant to By-Law 4.3(i) at the rate of 12% per annum on the principal sum due and owing.
16. The current interest rate claimed is 12%.
17. Interest is claimed on the sum claimed from the date of issue of the Plaint and the amount of interest owing as at 31 May 2026 is \$61.34.
18. The amount of interest accruing each day following the issue of this Plaint is CI\$2.29
19. Further or alternatively, the Plaintiff claims interest as the Court thinks fit on sums found due to the Plaintiff for such periods as the Court orders to the date of judgment or sooner payment pursuant to the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time.

AND THE PLAINTIFF CLAIMS:

1. The said sum of CI\$7,015.66 as monies due and owing.

2. Pre-judgment and post-judgment interest, including interest accruing after the issue of the Plaintiff at the rate of CI\$2.29 daily until payment. Alternatively, interest for such period and at such rate as the Court thinks fit pursuant to section 34 of the Judicature Act (2021 Revision).
3. Costs or alternatively fixed costs in the sum of CI\$1000.00 plus filing fees and bailiff's fee for service



KSG
Attorneys for Plaintiff

If within the time for returning the Acknowledgement of Service the Defendant(s) pay(s) to the Plaintiff's Attorneys the total amount claimed of CI\$7,015.66 and all legal expenses, filing fees and all interest claimed all further proceedings will be stayed.

Plaintiff's address for service:

4 th Floor One Capital Place Shedden Road George Town PO Box 2255 George Town, KY1-1107
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IN THE SUMMARY COURT OF THE CAYMAN ISLANDS**CAUSE NO. SC OF 2026****BETWEEN: THE PROPRIETORS OF STRATA PLAN 312 PLAINTIFF****AND: SHAUN-MICHAEL MORGAN 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.