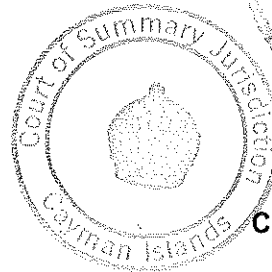


No. 1  
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN



Cause No. SC 0071 of 2017

BETWEEN:

JUSTINA ANDERSON T/A  
FIRST CHOICE LOANS

Plaintiff

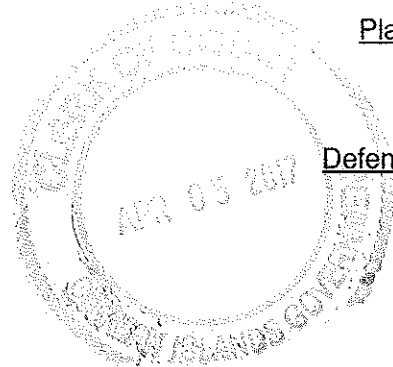
AND:

KAUDEEN MCLEOD

Defendant

To the Defendant

19 BAKLAND CLOSE, WINDSOR  
PARK, 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 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 7 day of 03 2017

See overleaf for particulars of the Plaintiff's claim

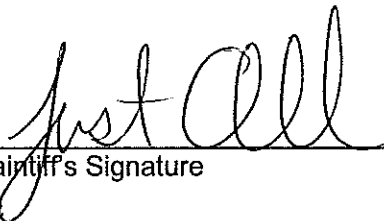
**PARTICULARS OF CLAIM**

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

PLEASE SEE ATTACHED OVERLEAF.

AND the Plaintiff claims:

- 1 The sum of \$350 cl.
- 2 Interest in the sum of \$ 750 cl calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ N/A, alternatively costs to be assessed.

  
\_\_\_\_\_  
Plaintiff's Signature

Plaintiff's address for service

P.O. BOX 12426 A.P.O. GEORGE  
TOWN, GRAND CAYMAN, KY1-1011,  
CAYMAN ISLANDS

## PARTICULARS OF CLAIM

1. The Defendant, Kandeem McLeod, applied for a loan of \$300 CI with First Choice Loans, the Plaintiff, on the 14<sup>th</sup> of October 2016. Her initial loan repayment was \$350 CI and to be repaid on the 21<sup>st</sup> of October 2016.
2. On the 21<sup>st</sup> of October, the Plaintiff called the Defendant numerous times with no response. The Plaintiff messaged the Defendant on a couple of occasions with no response nor did the Defendant return the phone calls or text messages.
3. The specifics of the agreement that the Defendant agreed upon is that every two weeks an automatic charge of \$50 CI plus a \$25 CI late charge will be added to the initial loan repayment amount. Therefore every two weeks \$75 CI will be added to the initial loan repayment until the balance has been cleared.
4. Therefore the total repayment the Defendant owes to the Plaintiff is **\$1,050 CI** which is broken down into the following:
  - 10 Roll Over and Late Charges = **\$750 CI**
  - The initial Loan Repayment = **\$350 CI**
5. To this date, the Defendant has not made any contact with the Plaintiff. The Plaintiff emailed the Defendant a '*letter before action*' on the 20<sup>th</sup> of February 2017 to notify the Defendant of the claim and the Defendant was to respond by the 6<sup>th</sup> of March 2017 before the Plaintiff takes legal action.
6. Since the agreement was breached, the Defendant's actions slowed the production of the Plaintiff and therefore the business suffered as a consequence.



**TRADE & BUSINESS LICENSING BOARD**

**TRADE & BUSINESS LAW (2014)  
SECTION 17**

**Trade and Business Licence Renewal**

**Ref No. TB1554AB**

**Licence No. 25187**

It is hereby certified that **JUSTINA ANDERSON T/A FIRST CHOICE LOANS** of **Block 14C, Parcel 151, 60 Palms Suites, 43 Whitman Seymour Rd., George Town, Grand Cayman, Cayman Islands** is licensed under the above law to carry on the trade or business of :

**SMALL PAYDAY LOANS**

in the islands with effect from **13th October 2016** until **13th October 2017**.

**This licence is subject to the following conditions:**

- There shall be no advertising signs at the premises without Central Planning Authority approval.
- There shall be no coming and going of customers from your residence.
- You will relocate to a commercial location if the business expands to include the coming and going of Customers or the storage of major equipment or supplies ( including chemicals or any other hazardous material) at your residence.
- Only administrative tasks such as bookkeeping, making and receiving telephone calls, e-mail ,faxes, etc. to be carried on from your residence.



**Signed:**

**Business Licensing Officer, Trade & Business Licensing Board**

**Date of Issue: 25th Day of October 2016**

*This licence shall be framed by the licensee and publicly displayed on the premises to which such licence relates.*

First Choice Loans,  
P. O. Box 12426 A.P.O.  
George Town,  
Grand Cayman, KY1-1011,  
Cayman Islands  
Phone: (345) 325-4501

Kandeen McLeod,  
19 Oakland Close,  
Windsor Park,  
George Town,  
Grand Cayman,  
Cayman Islands

21 February 2017

**Letter Before Court Claim**

Dear Ms. McLeod,

**Re: Loan Repayment**

On behalf of First Choice Loans, we have not received any form of communication since the 21<sup>st</sup> of October 2016 regarding your loan repayment of **\$350 CI** that you agreed upon. This letter explains the terms and conditions to which we are entitled to a monetary compensation.

I am requesting a full repayment of **\$1,050 CI** on the grounds of the interest and your initial amount owed to us at First Choice Loans.

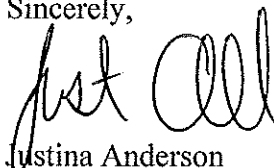
I would like a reply as soon as possible to confirm that you have received this letter. If you have any objections to the terms please respond with a formal and detailed letter of why you are against the conditions.

To avoid taking this matter to Summary Court, I am willing to negotiate with you to resolve this problem.

If I do not receive a response from you within 14 days of the date this letter, I fully intend to pursue legal action through the Summary Courts against you without any further notice. This may increase your repayment costs.

I look forward to your acknowledgement of this letter.

Sincerely,



Justina Anderson  
CEO / Director  
First Choice Loans

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## Letter Before Action

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**Justina Anderson** <firstchoiceloansky@gmail.com>  
To: kandeemcleod2010@gmail.com

Mon, Feb 20, 2017 at 5:57 PM

Good Afternoon Ms. McLeod,

I am reaching out to you from First Choice Loans. Please see the attached letter in regards to your outstanding loan balance and your agreement.

I look forward hearing from you.

Kind Regards,


Justina Anderson  
CEO/Director  
First Choice Loans

---

### 3 attachments

 **First Choice Loans Letter Before Action.pdf**  
82K

 **Scan.pdf**  
25K

 **Scan 1.pdf**  
22K

# First Choice Loans

## LOAN AGREEMENT



THIS LOAN AGREEMENT dated on the 14<sup>th</sup> of October, 2016

BETWEEN:

FIRST CHOICE LOANS, GT PHONE: 922-7131, 322-5085

AND

KANDEEN MCLEOD - 5473123

### TERMS OF LOAN

1. In consideration that the required documents have been submitted, the client complies with the following:

- Loan amount - \$300 CI
- Administration Fee - \$20 CI
- Interest Rate – 10%
- “if full payments / roll over fee not paid on due date there will be a late fee of \$25 CI”

**PAST DUE**

### LOAN REPAYMENT SCHEDULE

2. The total amount of the **\$350 CI** loan is to be paid on **October 21<sup>ST</sup>, 2016.**


### CONDITIONS

3. Should there be a circumstance that the payments are not paid by the due date, there will be an automatic charge of CI \$50 as a Roll Over Fee which shall be paid on October 21<sup>st</sup>, 2016.

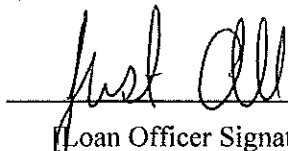
### GOVERNING LAWS

4. This Agreement will be construed in accordance with, and governed by, the Laws of the Cayman Islands.

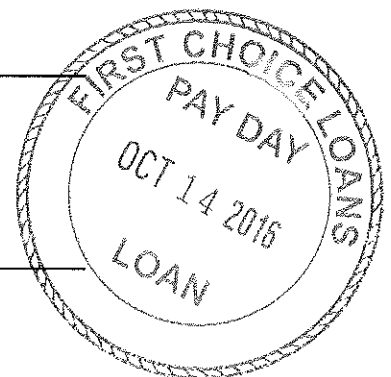
**FURTHERMORE:** The client confirms that all information provided is true and correct and that no false information has been provided, whether deliberate or unintentional to secure the approval of this loan application. The client also agrees to the terms and conditions of this loan agreement.

  
\_\_\_\_\_  
[Client Signature]

14-10-16  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
[Loan Officer Signature]

14.OCT.16  
\_\_\_\_\_  
(Date)



# First Choice Loans



Mail : P.O.Box 12426 Phone : 922-7131 /322-5085 Email: martinoanderson2@gmail.com

## 1. Personal details

Last Name:  First Name:

Address:

Sex:  M  F Date of Birth:  (DD/MM/YYYY)

Passport  Drivers License ID #:

Home Telephone:  Cell Number:

E-mail address:

### Current Employer

Name of Employer:

Address:

Position Held:

Salary:  Name/Contact for Manager:

Rent Amount:

Do you have loans other than mortgage?  Yes  No If yes, please fill in table below.

Do you have mortgage?  Yes  No If yes, please fill in table below.

<u>Mortgage/Loan</u> <u>Finance by:</u>	<u>Date Granted:</u>	<u>Purpose of</u> <u>Loan:</u>	<u>Original Loan</u> <u>Amount:</u>	<u>Balance Owing:</u>	<u>Monthly</u> <u>Payments:</u>

**Declaration**


**Statement to be Signed by the Applicant**

Please complete the following declaration and sign it in the appropriate place below. If this declaration is not completed and signed, your application will not be considered.

I hereby apply for a loan of \$ 300 for a period of      days to be repaid by OCT 21-2016 (date) and to be repaid \$ 350, including interest and a \$20 admin fee.

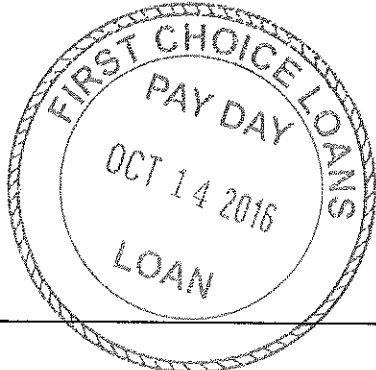
I agree that First Choice Loans can create and maintain computer and paper records of my personal data and that this will be processed and stored in accordance with the Laws of the Cayman Islands.

I confirm that all the information given by me on this form is correct and accurate and I understand that if any of the information I have provided is later found to be false or misleading, the loan shall be terminated and the loan amount will be paid back immediately.

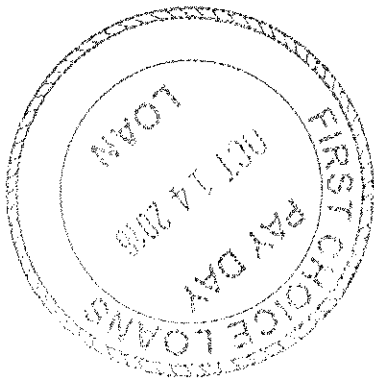
Signed: 

Date: 14-10-16

**Official Use Only**

New Loan Payment: \$ <u>300 cl</u>	Date Received: <u>21 Oct 16</u>
Total Monthly Income: \$ <u>13 plh</u>	Approved By: <u>[Signature]</u>
Payment Method: <u>7 days @ 100%</u>	<b>APPROVED</b> 
Total Repayment: \$ <u>350 cl</u>	





**COPY**

**CAYMAN ISLANDS DRIVER'S LICENCE**

LICENCE NO.	TYPE	ISSUED	EXPIRES	GROUPS	SEX
432909	Full	28-Nov-14	28-Nov-17	2	F
	EYE	HAIR	DOB	DISABILITY	
65	BROWN	BLACK	20-Sep-85	None	

KANDEEN  
SHERONA  
MCLEOD  
135 BAYFIELD CRESCENT S/V  
PO BOX 11501 APO  
GRAND CAYMAN KY1-1009



*MCLEOD*  
Signature of Holder

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

Between: JUSTINA ANDERSON/A  
FIRST CHOICE LOANS

Plaintiff

AND: ICAUDFEUMCLEOD

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)

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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.