

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 88 OF 2017

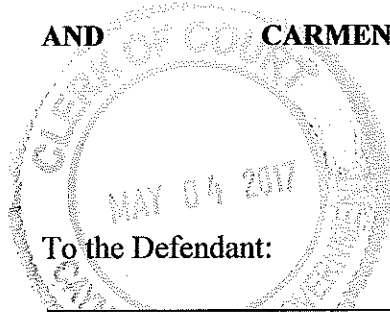
BETWEEN NINI JOHANNA MEDINA

PLAINTIFF

AND CARMEN LUISA FABIAN PEREZ

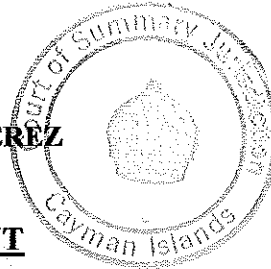
DEFENDANT

PLAINT



To the Defendant:

CARMEN LUISA FABIAN PEREZ
GRAND CAYMAN
(345) 922-9378



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 Acknowledgement of Service form stating 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 default Judgment without any further notice to you.

Issued this 2nd day of May 2017

See overleaf for particulars


PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times NINI JOHANNA MEDINA.
2. The Defendant was at all material times CARMEN LUISA FABIAN PEREZ.
3. On or about the 14th day of February 2017 the Plaintiff and the Defendant entered into a loan agreement whereby the Plaintiff agreed to loan the sum of CI\$ 800.00, plus interest charge CI\$ 700.00 to the Defendant, such sum to be repaid by the 14th day of March 2017. In the way of one instalment. The Defendant was also informed that additional interest of CI\$ 425.00 per week or any part of would be charged if they failed to adhere to the terms of the agreement.
4. The Plaintiff pursuant to the said Agreement with the Defendant loaned the Defendant the said sum and thereby performed all of his obligations pursuant to the agreement.
5. The Defendant on the 14th day of March 2017 the Defendant stated that payment could not be made on the said day. The Defendant was informed that in accordance with the agreement additional interest would be added to the amount for any additional week or part there of.
6. On the 20th day of March 2017 additional interest of CI\$425.00 was added on the sum which brought the total to CI\$ 1925.00.
7. The Defendant on the 20th of March 2017 made a payment of CI\$1250.00 to the Plaintiff, leaving a balance of CI\$ 675.00.
8. The Plaintiff has contacted the Defendant several times since the 20th of March 2107 to settle the outstanding debt and the Defendant stated that stated that they were not able to settle as stated and were warned again of the interest incurring as per the Agreement. The amount was not settled and no payments have been made since the 20th day of March 2017. Additional interests have been charged accordingly.
9. The Defendant owes the Plaintiff the outstanding sum of CI\$ 675.00 owed pursuant to the Agreement, plus additional interest of CI\$ 1700.00 and

legal costs of CI\$25.00 and any further legal costs that may be incurred for further future legal actions.

AND THE PLAINTIFF CLAIMS:

- (a) The said sum of CI\$ 675.00
- (b) Damages.
- (c) Interest. CI\$ 1700.00
- (d) Costs. CI\$ 25.00



PLAINTIFF

Plaintiffs' address for service:

Nini Johanna Medina
546 Crewe Rd.
George Town
Grand Cayman

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 88 OF 2017

BETWEEN NINI JOHANNA MEDINA PLAINTIFF

AND CARMEN LUISA FABIAN PEREZ DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendants 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 to pay the claim?

() yes () no

4. If you intend to contest the action, in whole or 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.