

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:

88

OF 2017

BETWEEN: FINANCIAL INTEGRATED SERVICES LTD PLAINTIFF

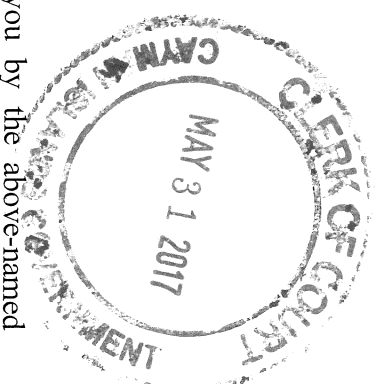
JERMAINE JACKSON

DEFENDANT



WRIT OF SUMMONS

TO: Jermaine Jackson
132 Palm Dale Ave
George Town
Grand Cayman



THIS WRIT OF SUMMONS 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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this day of May 2017.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff was at all material times a limited liability company engaged in the business of providing loans and other financial assistance to residents of the Cayman Islands.
2. The Defendant was at all material times a resident of the Cayman Islands, lawfully employed, and a borrower from the said Plaintiff's business.
3. Sometime in January 2010 the Defendant applied for and the Plaintiff loaned him a total of US\$11,085.37.
4. It was a condition of the said loan that until demand by the Plaintiff for payment of all outstanding principal and interest accrued, the Defendant would repay the principal amount owed and all interest thereon by means of equal monthly instalments of US\$352.73 and that the loan would attract an interest rate of 16% per annum until repayment of the debt in full.
5. The agreement between the parties is evidenced in writing in a Promissory Note and Loan Agreement signed by the parties and dated 6th January 2010.
6. That in breach of the said agreement, the Defendant failed to make all payments as agreed and as a result the loan fell into arrears and the Plaintiff made demands on the Defendant for payment.
7. On the 13th September 2013 the Plaintiff made a formal demand in writing, through their Attorneys, on the Defendant for repayment of the full outstanding debt.

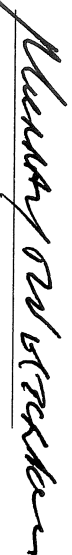
8. On 30th October 2013 the Defendant entered into an Agreement with the Plaintiff, through the Plaintiff's Attorneys, under which he acknowledged his debt to the Plaintiff of CI\$16,174.21 and agreed to repay the same with interest of 16% per annum with payments of CI\$200.00 on or before 30th October 2013, CI\$200.00 per month for November and December 2013 and thereafter in equal monthly instalments of CI\$250.00 commencing on or before 30th January 2014 with subsequent payments on or before the 30th day of each month following until repayment of the debt in full.
9. It was a condition of the aforesaid Agreement that in default of any payment under the Agreement the Defendant would pay to the Plaintiff on demand the whole balance then unpaid with interest at the rate of 16% per annum up to the date of payment.
10. It was a further term of the Agreement that all the Plaintiff's costs and legal fees (whether or not such charges, costs, expenses or parts thereof would be allowable upon a party and party taxation by the Court) relative to the enforcement of the Agreement of 30th October 2013 would be borne by the Defendant.
11. The Defendant has failed to make all payments as agreed. He has only made two payments of CI\$200.00 on or about the 29th October 2013 and on 4th December 2013 totalling CI\$400.00 and has failed to make any further payments towards his outstanding debt to date.
12. On the 12th May 2017 the Plaintiff made a formal demand in writing, through their Attorneys, on the Defendant for repayment on or before 26th May 2017 of all outstanding principal and interest accrued on the loan.
13. The Defendant has not paid the balance of the said loan amounting to CI\$27,627.08 as at 12th May 2017 and interest of CI\$205.88 thereon and the same remains due and owing by him to the Plaintiff.

STATEMENT REGARDING INTEREST

- a) The rate of interest from 12th May 2017 to the present is 16% per annum.
 - b) The amount of interest accruing prior to the issue of the Writ is CI\$205.88.
 - c) The amount of interest accruing each day following the issue of the Writ is CI\$12.20.
- AND THE PLAINTIFF CLAIMS:
- (a) The said sum of CI\$27,627.08.
 - (b) Interest in the sum of CI\$230.28 calculated at the contractual rate of 16% per annum from 12th May 2017 to date.
 - (c) Interest thereafter at the contractual rate of 16% per annum.
 - (d) Costs of CI\$1,475.00 or, in the alternative, Costs to be assessed.

If within the time for returning the Acknowledgement of Service the Defendant pays the total amount claimed of CI\$29,332.36 including interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorneys-at-Law.

Filed the 31st day of May 2017.


MURRAY & WESTERBORG
Attorneys-at-Law for the Plaintiff

Acknowledgment of service of writ of summons (O.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P. O. Box 495G, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).
If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.
If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.
If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Acknowledgment of service of writ of summons (O.12, r.3)

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IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:

OF 2017

BETWEEN: FINANCIAL INTEGRATED SERVICES LTD

PLAINTIFF

AND: JERMAINE JACKSON

DEFENDANT

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
 Yes No

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)
 Yes No

Service of the Writ is acknowledged accordingly

(Signed).....
Attorney for

Please complete overleaf

GCR 1995 (Revised)

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Murray & Westerborg
Attorneys-at-Law
P. O. Box 10067
#10 Shipping Lane
Cayman Shipping Centre Building
George Town
Grand Cayman

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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GCR 1995 (Revised)