

No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 142 of 2017

BETWEEN:

FIWI CASH LOAN AGENCY

Plaintiff

AND:

Nasaria Gentles

Defendant

To the Defendant

160 Keturah Street
Budget Rent a Car
George Town
Grand 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 18 day of July 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)

1. The Defendant was issued a loan of \$500.00 on the 31/Oct/2016 her original due date was 26/Nov/2016 payment amount \$800.00
2. To date she has made absolutely no payments on her loan, therefore falling delinquent.
3. Countless contact have been made with her, in the efforts to have her come in and Make her payment all efforts have been futile.
4. Recent attempts at getting her to come in and sign a payment plan to make Payments, in order to close in December 2017, this has also fell by the wayside.
5. We have no other recourse but to ask the court's assistance to recoup our money.
6. Her guarantor Mr. Alex Burton was also notified about the delinquency of the loan, He has also refused to come in and make any payments on her behalf.
7. Her loan is calculated at 15% originally, and the compounded interest was calculated at the same rate. (eg) $5 \times 15 \times 4 = 300 + \500 , $8 \times 15 \times 4 = 480 + 800 = \1280 , $12 \times 10 \times 4 + 40 = 520 + \$1280 = \$1800$, $18 \times 10 \times 4 = 720 + 1800 = 2520$, $25 \times 10 \times 4 + 40 = 1040 + 2520 = \$3560 \dots \text{etc}$

- 1 The sum of \$500.00
- 2 Interest in the sum of \$ 3500.00 calculated at the prescribed rate from 15% to date.
- 3 Interest to continue until the matter is settled.
- 4 Fixed costs of \$ 150.00, alternatively costs to be assessed.

Plaintiff's Signature
Plaintiff's address for service

Shop # 05 Dolphin Centre, Eastern Ave.
Po Box 11203 KY1-11008
George Town
Grand Cayman
769-9663 / 322-5275 / 525-2078
pal-ltd@outlook.com / fiwicash@outlook.com

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 142 of 2017

Between:

FIWI CASH Loan Agency

Plaintiff

AND:

Nasaria Gentles

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

160 Keturah Street
Budget Rent a Car
Grand Cayman Islands
Grand Cayman Islands

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.