

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 74 OF 2018

BETWEEN NINI JOHANNA MEDINA

PLAINTIFF

AND SHAKIRA DAVIS HYMAN

DEFENDANT



PLAINT



To the Defendant:

SHAKIRA DAVIS HYMAN  
LAKESIDE APARTMENTS  
GRAND CAYMAN



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 25<sup>th</sup> day of April 2018

*See overleaf for particulars*

## PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times NINI JOHANNA MEDINA-COE.
2. The Defendant was at all material times SHAKIRA DAVIS HYMAN.
3. On or about the 21st day of March 2018 the Plaintiff and the Defendant entered into a loan agreement whereby the Plaintiff agreed to loan the sum of CI\$ 1750.00 to the Defendant, such sum to be repaid on the 3rd day of April 2018. The Defendant was also informed that interest 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 stated on the 3rd day of April 2018 that payment could not be made on the said day. The Defendant agreed with the Plaintiff that in accordance with the agreement additional interest would be added to the amount. The Defendant has only made payments totaling CI\$300.00 to the Plaintiff.
6. The Plaintiff contacted the Defendant to settle the outstanding debt and the Defendant stated that they were not able to settle as stated and were warned again of the interest incurring on the total amount. The Defendant has not made any more payments on the outstanding amount.
7. The Defendant now owes the Plaintiff the outstanding sum of CI\$ 2200.00 with interest incurred pursuant to the Agreement, plus 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\$ 1450.00 (SUM 1750.00-Payment 300.00 =Balance 1450.00)
- (b) Damages.
- (c) Interest. CI\$ 750.00
- (d) Costs. CI\$25.00



PLAINTIFF

Plaintiffs' address for service:

Nini Johanna Medina  
546 Crewe Rd.  
George Town  
Grand Cayman

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CAUSE NO. SC 74 OF 2018

BETWEEN NINI JOHANNA MEDINA PLAINTIFF  
AND SHAKIRA DAVIS HYMAN 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 Plaint 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.