

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC ²¹⁹ OF 2019

BETWEEN:



JACQUES SCOTT GROUP LTD



PLAINTIFF

AND

BANDIDOS CANTINA LTD.

FIRST DEFENDANT

JASON MOIR

SECOND DEFENDANT

TODD HAZLEWOOD

THIRD DEFENDANT

PLAINT

TO:

Bandidos Cantina Ltd.
c/o ARKA Corporate Services (Cayman) Limited
1st Floor Appleby Tower,
71 Fort Street
P.O. Box 905,

Jason Moir
George Town
Grand Cayman

Todd Hazlewood
George Town
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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service 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 Acknowledgment of Service form.

If you fail to satisfy the claim or to return the Acknowledgment 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 day of November 2019

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, #68 Fort Street, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The First Defendant is and was at all times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The First Defendant was formerly known as Carols & Martin's Tex-Mex Cantina Ltd. but subsequently changed its name to Bandidos Cantina Ltd. The First Defendant's registered office is C/C ARKA Corporate Services, 1st Floor Appleby Tower, P.O. Box 905, 71 Fort Street, George Town, Grand Cayman.
3. The Second and Third Defendants were at all times Directors of the First Defendant and resident in the Cayman Islands.
4. On or around 6 October 2017, the First Defendant entered into a commercial credit account agreement with the Plaintiff and its subsidiaries for the supply and delivery of goods (the "Credit Agreement").
5. It was a term of the Credit Agreement that the First Defendant agree, *inter alia*, to the following:

"Customers shall pay to Jacques Scott Group Ltd and any of its subsidiaries the amount of any and all purchased charged to the customer's account not later than 15 days after the Company's statement of account, made up as of the last day of each month.

Interest will be charged at the rate of 1.5% per month (calculated on a daily basis) and will be added to any account due if not received on the due date, and thereafter on all amounts in arrears until paid. All costs including court costs and attorney's fees will be added on the customer's account if referred to an attorney for collection."
6. The Second and Third Defendant, being Directors of the company, agreed to be jointly and severally liable to the Plaintiff and its subsidiaries for all monies due to them from the First Defendant in respect of the Credit Agreement (the "Guarantee").

7. In accordance with the Credit Agreement, the Plaintiff supplied the Defendant with goods rendered from time to time.
8. In breach of the Credit Agreement, the First Defendant failed to pay the invoices as and when due.
9. On or around 18 July 2018, the First, Second and Third Defendant entered into a promissory note with the Plaintiff agreeing to pay the principal balance of CI\$24,011.72 due under the Credit Agreement by weekly instalments of CI\$500 from 30 July 2018 until 5 November 2018 when the weekly instalment was to increase to CI\$1000 until the principal sum was discharged in full on 25 February 2019 (the "Promissory Note").
10. It was a term of the Promissory Note that the Defendants collectively agreed, *inter alia*, to the pay interest on the principal sum in the event of default at the rate of 11.5% per annum.
11. In breach of the terms of the Promissory Note, the Defendants failed to make payments as and when due and the principal sum was not discharged by 25 February 2019.
12. In or around December 2018 and July 2019, the Plaintiff, via its Attorneys, served demand letters upon the First, Second and Third Defendants demanding repayment of the principal. Despite these demands for payment, the Defendants have failed to clear the outstanding sums due.
13. As of the date of these proceedings, the Plaintiff claims the principal sum of CI\$16,628.54 together with interest thereon at the rate of 11.5% per annum from 22 August 2019 to 7 November 2019 in the sum of CI\$398.17 and continuing at the rate of CI\$5.24 per diem in accordance with the terms of the Promissory Note.
14. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$16,628.54 being the principal sum due.
- b) Pre- and post-judgment interest at the rate of 11.5% per annum from 22 August 2019 to 7 November 2019 in the sum of CI\$398.17 and continuing at the rate of CI\$5.24 per diem in accordance with the terms of the Promissory Note.
- c) In the alternative, pre- and post-judgment interest pursuant to Section 34 *Judicature Law (2017 Revision)* and the Judgment Debts (Rates of Interest) Rules, 2012 at the rate of 2.375% for such period as the Court thinks fit.

d) Costs in accordance with the Summary Court Rules 2004.

e) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$16,628.54 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. If within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest, and the costs of issuing.

g the Plaintiff, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 10 above;
2. The prescribed rate of interest is 11.5% per annum;
3. The date from which interest is payable is 22 August 2019;
4. The amount of interest accruing due each day is CI\$5.24.

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ACKNOWLEDGMENT OF SERVICE

1. State Defendant 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.

Dated this day of 2019

Defendant's Signature

See overleaf

PARTICULARS OF DEFENCE

[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.

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.