

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2020

B E T W E E N:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

JAMAR MARIO NIXON

Defendant



PLAINT

TO:

JAMAR MARIO NIXON
PO Box 1251
Grand Cayman, KY1-1108
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, 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 de fault judgment without any further notice to you.

Issued this 18th day of Septemebr 2020

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a Class A Bank 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, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is and was at all material times an individual resident in the Cayman Islands with a mailing address of PO Box 1251 Grand Cayman, KY1-1108, Cayman Islands.
3. Pursuant to a credit facility letter dated 6 February 2015 (the "Credit Facility Letter") and a promissory note dated 6 February 2015 (the "**Promissory Note**"), the Plaintiff agreed to advance to the Defendant the principal sum of CI\$13,000 to be repaid together with interest at the rate of 17% per annum over a term of 48 months commencing 25 March 2015 or, alternatively, upon demand (the "**Loan Agreement**").
4. Pursuant to a credit agreement dated 6 February 2015, the Plaintiff agreed to advance credit to the Defendant to be repaid on a monthly basis of not less than 5% of the amount advanced or US\$50.00, whichever is the greatest, plus any past due amount and debt exceeding the credit limit, together with interest at the rate of 18% per annum (the "**Credit Agreement**").
5. In breach of the Loan Agreement and Credit Agreement, the Defendant defaulted upon the terms of repayment. A Formal demand dated 17 August 2020 was personally served upon the Defendant on 19 August 2020 demanding repayment of all sums due under the Loan Agreement and Credit Agreement.
6. The Defendant failed to pay the sums due under the Loan Agreement and Credit Agreement and the Plaintiff has suffered loss and damage as a result.
7. Accordingly, the Plaintiff claims the principal sum of CI\$9,418.00 pursuant to the Loan Agreement together with pre- and post-judgment interest from 17 September 2020 at the contractual rate of 17% per annum and continuing at the rate of CI\$3.22 per diem.
8. In addition, the Plaintiff claims principal sum of US\$2,562.65 pursuant to the Credit Agreement together with pre- and post-judgment interest from 17 September 2020 at the contractual rate of 18% per annum and continuing at the rate of US\$1.26 per diem.

9. In the alternative to contractual interest, the Plaintiff claims pre- and post-judgment interest in accordance with s.34 of the *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 deems fit.
10. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

AND THE PLAINTIFF CLAIMS:

- a) CI\$9,408.34 being the principal sum due under the Loan Agreement;
- b) Pre- and post-judgment interest from 17 September 2020 at the contractual rate of 17% per annum and continuing at the rate of CI\$3.22 per diem.in accordance with the terms of the Loan Agreement;
- c) US\$2,562.65 being the principal sum due under the Credit Agreement;
- d) Pre- and post-judgment interest from 17 September 2020 at the contractual rate of 18% per annum and continuing at the rate of US\$1.26 per diem in accordance with the terms of the Credit Agreement;
- e) Alternatively, pre- and post-judgment interest in accordance with s.34 of the *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 deems fit;
- f) Fixed costs of CI\$150 pursuant to the *Summary Court Rules 2004*, alternatively costs to be assessed; and
- g) Such further and other relief as this Court may deem just.

HSM chambers

HSM Chambers
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$11,519.37 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. The fixed costs applicable upon entry of Judgment are CI\$150 pursuant to the *Summary Court Rules 2004*.

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 and the costs of issuing the Plaint, 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 paragraphs 3 & 4 above.
2. The prescribed rate of interest is 17% per annum in respect of the Loan Agreement and 18% in respect of the Credit Agreement.
3. The date from which interest is payable in respect of the Agreement is from 17 September 2020.
4. The current amount of interest accruing due each day is CI\$3.22 in respect of the Loan Agreement and US\$1.26 in respect of the Credit Agreement.

This PLAINT was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: 309430.0278

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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

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.