

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 51 OF 2021

BETWEEN NINI JOHANNA MEDINA PLAINTIFF

AND CINTHYA ROSALES DEFENDANT

PLAINT



To the Defendant:

CINTHYA ROSALES
SCHOLARS DRIVE
WEST BAY, 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 Plaintiff 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 25th day of March 2021

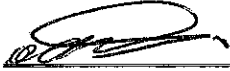
See overleaf for particulars

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times NINI JOHANNA MEDINA.
2. The Defendant was at all material times CINTHYA ROSALES.
3. On the 22nd of December 2020 the Plaintiff and the Defendant entered into a loan agreement whereby the Plaintiff agreed to loan the sum of CI\$ 800.00 plus and interest of CI\$275 to the Defendant, such sum to be repaid in two payments on the 28th day of December 2020 (CI\$ 625.00) and on 4th day of January 2021. 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 28th day of December 2020 that payment could not be made as agreed but interest was paid, on the 4th day of January the Defendant again only made payment on the interest. The Defendant then made additional interest payments the following two weeks of January 2021. The Defendant then stopped making payments to the Plaintiff.
6. The Plaintiff tried to contact the Defendant to settle the outstanding debt and the Defendant stated that they were not able to settle as stated. The Plaintiff warned again of the interest incurring on the total amount. The Defendant then would not answer calls made to them and they were unreachable. The Plaintiff left messages with family members of the Defendant that they no longer wanted any outstanding interest, and that they should only repay the principal amount of CI\$ 800.00. A family member of the Defendant then made a payment to the Plaintiff on the 17th day of March 2021 the sum of CI\$ 200.00. No further payments have been made since.
7. The Defendant now owes the Plaintiff the outstanding sum of CI\$ 600.00 pursuant to the Agreement, plus costs of any further legal costs that may be incurred for further future legal actions.

AND THE PLAINTIFF CLAIMS:

- (a) The said sum of CI\$ 600.00
- (b) Damages.
- (c) Interest.
- (d) Costs. To be determined



PLAINTIFF

Nini Johanna Medina
17 Alamo Dr.
George Town
Grand Cayman

916-6972

Plaintiffs' address for service:

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BETWEEN NINI JOHANNA MEDINA PLAINTIFF

AND CINTHYA ROSALES DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendants name and address:

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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 Plaintiff is acknowledged accordingly.

Defendant's Signature

