

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 86 OF 2021

BETWEEN:

MARISELIS MYLES MEDINA

PLAINTIFF

AND

SAMUEL LEE SHAW

DEFENDANT

PLAINT



To: The Defendant
Samuel Lee Shaw
1 Autralis way, West bay
Grand Cayman

08/06/21

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set 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 George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether 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 fail to return the Acknowledgment of Service form containing full particulars of your Defence, the Plaintiff may apply for a **Default Judgement** without any further notice to you.

Issued this 08 day of JUNE 2021.

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Issued this 08 day of JUNE 2021.

PARTICULARS OF CLAIM

1. In 16 August 2020, the Plaintiff and the Defendant entered into Promissory note/Agreement, signed 16 August 2020.
2. The agreement is evidence by the Plaintiff's dated 16 August 2020, copy of the said Promissory Note/Agreement being annexed to this Plaintiff.
3. It was agreed that in the consideration of the Plaintiff providing the funds the Defendant would pay the Plaintiff the agreed price of CI\$2,500.00 set out on the signed Promissory Note/Agreement, as follows:

CI\$ 2,500.00 plus interest of 500.00 each month until November 2020 or for 3 months.

4. Despite various demands by the Plaintiff and being in breach of the said agreement, the Defendant had failed or neglected to pay the Balance of Payment due to the Plaintiff and/or the CI\$25 fee incurred by Plaintiff.

5. The Plaintiff claims for:

Monies due and owing under the agreement; and

6. Particulars of Loss

The Plaintiff claims the sum of CI\$2,500 and interest thereon.

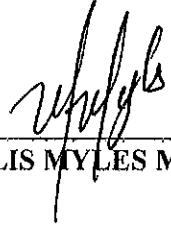
STATEMENT REGARDING INTEREST

- (a) The Plaintiff seeks pre and post judgment interest in accordance with the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest Rules as amended from time to time.

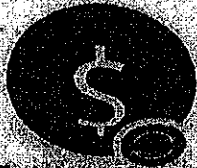
AND THE PLAINTIFF CLAIMS:

- (i) The said of CI\$2,500 and the sum of CI\$1000.00 on the interest until November 2020.
- (ii) Fixed costs of CI\$150, alternatively cost to be assess plus filing fees

If within the time for returning of the *Acknowledgement of Service* form the Defendant pays to the Plaintiff the total amount claimed of \$2,500 (together with interest of C\$1000.00 and costs of C\$150) (with respect to loss incurred to the Plaintiff) all further proceedings will be stayed.



MARISELIS MYLES MEDINA
Plaintiff



Medina's Loan Support Ltd
A Subsidiary of Medina's Group

MEDINA'S Loan Support, Ltd.
219 R Old Crewe Rd., George Town,
P. O. Box 12148 APO KY1-1010
Grand Cayman, Cayman Islands
Tel: (345) 324-5785/324-7451

PROMISSORY NOTE / AGREEMENT

Customer's Information:

Name: Samuel Shaw
Phone No: 927-8116 Nationality: Jamaican
Address: 1 Postfalls Way Bay
Passport No: A6006336 (Photocopy required) Status In Cayman: R
Work Permit: YES NO When does it end? _____
Workplace: AMIB CONSTRUCTION Workplace Phone No: _____
Workplace Address: _____

Letter - Confirmation of Employment YES NO

Amount Borrowed: \$2,500.00 + \$500.00 Sep 20/2020

LATE FEES: A late fee of \$25.00 for the first 3 days in arrears will be added to the Monthly Payment, and in case the agreed amount is not paid off within those 3 days, then an additional late fee of \$10.00 per day will be added until the borrowed amount, interests, and other charges are paid off in their entirety.

I, Samuel Shaw, the Borrower, from the above-stated address, agree to borrow a loan for CIS 2,500.00 from MEDINA'S Loan Support, Ltd. (The Lender) for personal reasons.

I agree to pay IN FULL within the three (3) months from the application date to the Lender the amount of Nov 16/2020 and I will do it before Nov 16, 2020 \$3,000.00

The Interest rate applied by MEDINA'S Loan Support, Ltd. is 10% PER WEEK of the borrowed amount. I hereby promise to pay CIS100 minimum per week until the amount is paid in its entirety. There will be no penalty in case the loan is fully paid before the agreed date of payment.

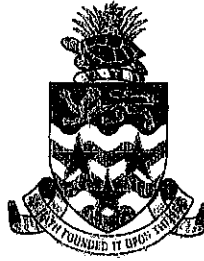
Both parties agree with the terms stated herein. The terms cannot be modified without mutual consent of both parties.

Signed: S. Shaw Date of Contract: 09/16/2020

Witness: [Signature] (Name, Signature, Photocopy of valid ID)

MEDINA'S Loan Support, Ltd.

Maximum amount per contract is CIS1,000.00



TRADE & BUSINESS LICENSING BOARD

**TRADE & BUSINESS LAW (2014)
SECTION 17**

Trade and Business Licence Renewal

Ref No. TB3361AB

Licence No. 57738

It is hereby certified that **MARISELIS MYLES MEDINA T/A MEDINA'S LOAN SUPPORT** of **Block 14C, Parcel 295, #21 Eclipse Drive, George Town, Grand Cayman, Cayman Islands** is licensed under the above law to carry on the trade or business of :

SMALL LOANS

in the islands with effect from **22nd October 2020** until **22nd October 2021**.

This licence is subject to the following conditions:

- There shall be no advertising signs at the premises without Central Planning Authority approval.



Signed:

Snr Business Licensing Officer, Trade & Business Licensing Board

Date of Issue: 21st Day of October 2020

This licence shall be framed by the licensee and publicly displayed on the premises to which such licence relates.

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PLAINTIFF

AND:

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DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and Address:

2. State whether the Defendant intend to contest the proceedings

_____ Yes

_____ No

3. If the claim against the Defendant is for a debt or liquidation demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff.

_____ Yes

_____ No

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Date this _____ day of _____ 2021.

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

This form must be taken or send to the Court Office, P.O Box 495 GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.