

No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 145 of 20 21

BETWEEN: CHRISTEEN COMRIE PLAINTIFF

AND GEORGE-ANN MARIE DIAZ DEFENDANT



To the Defendant

George-Ann Diaz
Captain Bakery
Seven Mile Road, George Town
Grand Cayman, 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 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 Acknowledgment of Service form 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 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 a **default judgment** without any further notice to you.

Issued this 20 day of OCTOBER 2021

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

On the 3rd day of August 2021, Ms. George-Ann Marie Diaz obtained a personal Salary Guaranteed Loan with the assistance of SEB Finance Consulting Cayman from Ms. Christeen Comrie in the amount of CI\$1,000.00 with an interest rate of 20% being CI\$200.00 due upon the expiration of the contract being 2nd day of September 2021.

SEB Finance Consulting Cayman being the Administrator appointed by the Lender being Ms. Christeen Comrie made several attempts in reminding Ms. George-Ann Marie Diaz whom seemingly evaded the calls. The Managing Consultant of SEB Finance of SEB Finance Consulting Cayman attended the workplace of Ms. George-Ann Marie Diaz being "Captain's Bakery" in an attempt to communicate with her after the loan had reached 15 days past due. Ms. George-Ann Marie Diaz was not at work during that time. Further attempts were made to contact her to no avail. The Managing Consultant of SEB Finance Consulting Cayman then sent a Forced Collection claim to the employer along with the signed contract to which Ms. George-Ann Marie Diaz did sign in acknowledgement of the terms and requested that the employer deduct the outstanding amount then in two-part payment. No communication was received from the employer. Later communication was sent via email to Ms. George-Ann Marie Diaz advising her of the intent of the Lender to proceed through the courts.

With the fact Ms. George-Ann Marie Diaz was fully aware and was brought to the highlighted section of the contract that affords the Lender the present the contract in the event of nonpayment who seemingly did not intend on paying back the loan. The Lender is seeking settlement in full. Bringing a total sum as presented below CI\$2,006.67.

Accompanying as part of this claim are:

1. Copy of the signed contract
2. Copy of email correspondence to the Manager / Accountant of Captains Bakery
3. Copy of email sent correspondence with Ms. George-Ann Marie Diaz

AND the Plaintiff claims:

- 1 The sum of _____ CI\$1,706.67 _____.
- 2 Interest in the sum of _____ \$100.00 _____ calculated at the signed contract interest rate of 20% from 18th October 2021 to 2nd day of November 2021 being a daily rate of daily rate being \$6.67.
- 3 Fixed costs of \$ _____ 200.00. _____, Collection Fee.

C. Comrie

Plaintiff's Signature

Plaintiff's address for
service

Office of SEB Finance Consulting Cayman

Unit # 3 Dorcy Place, Dorcy Drive, Industrial Park, George Town

Grand Cayman, Cayman Islands

Phone: 345 623 6630

Dated this 3rd DAY of AUGUST 2021

Christeen Comrie
Lender

and

George-Ann Dias
Borrower

SEB FINANCE CONSULTING CAYMAN
(Administrator)

LOAN AGREEMENT

AC

NEW

ROLL

THIS AGREEMENT is made the 3rd Day of AUGUST, 2021

BETWEEN: (1) Christeen Comrie
("the Lender");

AND: (2) George Ann Dias
("the Borrower").

WHEREAS the Lender has agreed to grant a discretionary loan to the Borrower having the repayment thereof with interest at the rate hereinafter mentioned secured or unsecured as mentioned in this agreement hereinafter appearing.

NOW THIS DEED WITNESSES as follows: -

1. Definitions and Interpretation

In this Agreement:

1.1 Unless the context requires otherwise:

"Initial Drawdown Date" means the distribution date of funds

"Indebtedness" means the Principal Sum together with any interest outstanding pursuant to the Shareholder's Agreement at the drawdown date and all other monies and liabilities now or hereafter due, owing or incurred to the Lender by the Borrower under this Agreement.

"Interest" means interest on the Principal Sum at the rate of 20% per cent of the borrowed amount for Cayman Islands Dollars Lending for 30 days and payable in accordance with clause 3.

"Principal Sum" means C\$1,000.00.

"Loan Period" means the period of time in calendar years or months that is agreed in this Agreement between the Lender and the Borrower with a set payment schedule as outlined in 4.1 (30 day to end, 2nd SEPTEMBER, 2021).

"Administrator" SEB Finance Consulting Cayman will act as the Administrator for the loan facility and accommodate in the distribution and collection of funds for an administration fee of C\$100.00 payable on the signing date stipulated above.

1.2 References to the parties hereto include their personal representatives permitted assignees and/or respective successors in title to substantially the whole of their respective undertakings.

1.3 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.

1.4 Words importing persons one gender only shall include the other and words importing the singular number only shall include the plural and vice versa;

1.5 Words importing persons include companies and associations or bodies of persons whether corporate or unincorporate;

1.6 References to clauses, schedules and annexes are reference to clauses of, schedules to an annexes to this Agreement;

1.7 References to statutes are, unless otherwise specified, references to statutes of the Cayman Islands, and include any statutory modifications or re-enactments thereof and any regulations promulgated thereunder for the time being in force;

1.8 Clause headings are for convenience only and shall not affect the construction of this Agreement; and

1.9 References to "this Agreement" or to any other documents are references to this Agreement or, as the case may be, such document as from time to time amended, supplemented or restated.

2. Drawdown

The Principal Sum shall be advanced to the Borrower on the date hereof **AUGUST 3rd 2021**.

3. Interest

The Borrower shall pay Interest a flat interest amount as stated in **Definition and Interpretation 1.1** at the end or before the term period mentioned in the said section.

4. Repayment

4.1 The Borrower must repay the loan amount in full along with the stated interested amount at the end of the loan period. Should the borrower not able to make the full payment by the stated term period ALL outstanding amounts shall be paid in one monthly installment(s) not to exceed **SEPTEMBER 2nd 2021**. The Borrower may request a rollover of the principal or reduced principal amount paying the outstanding interest payment for the period and or part of the principal. This request is at the discretion of the Lender. A new contract will be required and the payment of the administration fee to construct the new contract.

4.2 The Borrower shall repay to the Lender on or before the **2nd SEPTEMBER, 2021** the Indebtedness or such portion thereof as remains due and owing thereon.

4.3 The Indebtedness shall become immediately due and payable on demand on the occurrence of any of the following events of default, namely:

a) If the Borrower fails to pay any sum in respect of the Indebtedness when the same becomes due and fails to remedy such failure to pay within one month;

b) If the Borrower is in breach of any term, condition, covenant or provision contained or implied in this Agreement and fails to remedy such breach within one month;

c) If any representation or warranty made to the Lender by the Borrower prior to or at the time of execution of this Agreement is or becomes incorrect or misleading in a material respect;

d) If a petition is presented or an order made or analogous proceedings are taken for making the Borrower bankrupt or if the Borrower dies or becomes of unsound mind;

e) The LENDER has full rights to present this contract to the employer of the borrower in the event that the Borrower default on the payment and demand accommodation from the employer to withdraw all outstanding amounts owed from the next up-coming salary/wage to the borrower, where the borrower is a business owner this contract shall be presented to the courts for forced settlement which may result in liquidation of some or all assets. ALL ASSOCIATED ADMINISTRATIVE EXPENSES FOR THE COLLECTION OF OUTSTANDING FUNDS WILL BE INCLUDED IN THE CLAIM AMOUNT WHICH MAY BE CHARGED ON A TIME SPENT BASIS. The Lender reserves the right to assign an administrator or collection agency licensed to carry out such services in the collection process of debts.

f) If any judgment or order made against the Borrower is not complied with within seven (7) days or if any execution distress sequestration or other process is levied or enforced upon or sued out against any part of the property assets or revenues of the Borrower; or

g) If the Borrower stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts as and when they fall due or if a notice is issued convening a meeting of or the Borrower proposes or enters into any composition or arrangement with its creditors generally or any class of its creditors.

4.4 The Borrower hereby covenants immediately to notify the Lender in writing of the occurrence of any of the events of default specified in clause 4.3 or of the occurrence of any event which with the lapse of time or giving of notice would or might constitute any of the same.

5. Security

It is a term of this Agreement that contemporaneously with the execution of this Agreement; the Borrower executes a Debenture over the fixed and floating assets of the individual or Company as security for the repayment of the Indebtedness. This facility is secured by the confirmation of employment and as such the demand against salary or wage is agreed by the "Borrower". Where the borrower is a business owner this facility is secured by the assets of the business including receivables.

6. No Waiver

Neither the failure nor any delay on the part of the Lender to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privileged preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

7. Assignment

The Borrower may not assign, pledge or transfer any of its shares, rights or obligations under this Agreement without the prior written consent of the Lender; however, such consent shall not be unreasonably withheld.

8. Miscellaneous

8.1.1 If any date for payment of principal or Interest shall fall on a day which is not a business day, then such date shall be deemed to fall on the preceding business day and, for the purpose of this provision, the terms "business day" shall mean a day when banks are open for business in the Cayman Islands.

8.1.2 All payments to be made hereunder and in particular payments of Interest shall be paid free and clear and net of any taxes, deductions and withholdings or any kind whatsoever all such taxes, deductions and withholdings being payable by the Borrower unless the Borrower is obliged by law to make any such deduction or withholding in which event the Borrower will pay to the Lender such additional amount as

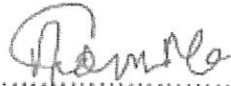
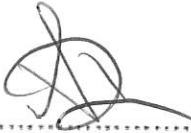
shall enable the Lender to receive net after all such taxes, deductions or withholdings the amount the Lender would have received in the absence of any such taxes, deductions or withholdings.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Cayman Islands and the Borrowers hereby submit to the jurisdiction of the Courts of the Cayman Islands.

IN WITNESS whereof the parties hereto have executed this Agreement on the day and year first before written.

Signed by LENDER



.....
Witness SEB Finance
Tel: 1345 623 6630
odell@sebfinance.com

.....
Lender: Christeen Comrie
Contact:
Email:

SEB FINANCE CONSULTING CAYMAN

Signed by BORROWER



.....
Witness SEB Finance
1345 623-6630
odell@sebfinance.com
Date: 3/08/2021

.....
Borrower: George-Ann Dias
Contact: 345-939-0523
Email: hd1972.123@gmail.com
Date: 3/08/2021

SEB FINANCE CONSULTING CAYMAN

SEB Finance confirms that the Borrower was made aware and directed to the items of significant importance as the salient points of this agreement name in section 4.3 and the risk associated with this Lender's contract and hereby sign as witness that the Borrower acknowledge the risk by signing this Lender's Contract and initialing the pages.

Re: FORCED COLLECTION - GEORGE-ANN DIAS

odell <odell@sebfinance.com>

Fri 10/8/2021 7:43 AM

To: hd1972.123 <hd1972.123@gmail.com>

Cc: Ernesto Ebanks <Ernesto@sebfinance.com>; Tracy Mullings <Tracy@sebfinance.com>; Alex Rankine <Alex@sebfinance.com>

Hello George-Ann,

Unfortunately, Your payment request of \$250.00 this is not acceptable. Upon the request for the loan, you were made fully aware that the loan facility was a 30-day loan facility to which you signed with the understanding that the loan comes due in 30 days and the charge of the 20% interest rate.

Your lack of effort in honoring the contract and the avoidance in communication has left the Lender feeling in a constraint. The Lender has instructed SEB Finance to seek full claim through the courts by filing in Summary Court should accommodations not be made to settle in 2 installments via payroll with your employer.

Please respond to this email by close of business today being Friday the 8th of October, 2021 with your confirmation of 1st part payment being CI\$800.00 by October 29th. Should you commit to October 29th payment, and it is not made the filing through the court will be submitted with no further accommodation of payment outside the court being offered.

Regards,

O'Dell Suarez

Managing Consultant

Phone: + 345 623 6630

Direct: + 345 623 6633



Clarity leaves no room for ambiguity!

From: hd1972.123 <hd1972.123@gmail.com>

Sent: Thursday, October 7, 2021 5:16 PM

To: odell <odell@sebfinance.com>

Subject: RE: FORCED COLLECTION - GEORGE-ANN DIAS

Hi can a payment plan be made a deduction of 800 for october is not possible next payday is october 29 pay is less than 800 willing to pay 250 on october 29
 Pls let me know if this will be possible.

Sent from my Galaxy

----- Original message -----

From: odell <odell@sebfinance.com>

Date: 9/28/21 4:16 PM (GMT-05:00)

To: captainsbakerycayman@gmail.com

Cc: hd1972.123@gmail.com, Ernesto Ebanks <Ernesto@sebfinance.com>, Tracy Mullings <Tracy@sebfinance.com>

Subject: FORCED COLLECTION - GEORGE-ANN DIAS

Dear HR/Manager,

It is unfortunate that I am forced to write to your attention in request for your assistance in collecting outstanding monies owed by your employee Ms. George-Ann Dias.

Ms. Dias obtained a loan through SEB Finance Loan Program on the 3rd day of August 2021 in the amount of CI\$1,000.00. the loan is a Salary Gauranteed Loan as outlined in the contract entered and signed by Ms. Dias.

Please see attached the signed contract entered by Ms. Dias. I will bring to your attention the footnote on the signature which highlight that Ms. Dias was brought to the highlighted details in section 4.3 of the contract.

SEB Finance and its lenders are not unreasonable and as such, we are requesting your assistance in the deduction of the Forced Collection amount being **CI\$1,573.33** to be deducted in in two (2) installments as follows:

October pay deduction - \$800.00

November pay deduction - \$773.33

Loan Amount	Interest Rate	Contract Start date	Contract End Date	# of Days	Days over Expiration	Date over Expiration for Forced Collection	Contract interest rate	Daily Rate	Total Amount Outstanding on Interest and penalty Charges	Collection Fee	FORCED COLLECTION
1,000.00	20%	3-Aug-21	2-Sep-21	30	26	28-Sep-21	200.00	6.67	373.33	200	1,573.33

FORCED COLLECTION - GEORGE-ANN DIAS

odell <odell@sebfinance.com>

Tue 9/28/2021 4:16 PM

To: captainsbakerycayman@gmail.com <captainsbakerycayman@gmail.com>

Cc: hd1972.123@gmail.com <hd1972.123@gmail.com>; Ernesto Ebanks <Ernesto@sebfinance.com>; Tracy Mullings <Tracy@sebfinance.com>

📎 1 attachments (1 MB)

1.Signed LOAN AGREEMENT 3rd Aug.pdf;

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1,000.00	20%	3-Aug-21	2-Sep-21	30	26	28-Sep-21	200.00	6.67	373.33	200	1,573.33

SEB Finance thank you for your assistance and advise that should you have any questions please let me know by reverting or calling me my direct line.

Please note that several attempts were made to collect these outstanding funds from Ms. Dias to no avail. We also received numerous promise dates of payment from Ms. Dias also, to no avail.

Please advise us of your pay dates. The checks can be made to **SEB Finance**.

Regards,

O'Dell Suarez
Managing Consultant
Phone: + 345 623 6630
Direct: + 345 623 6633



Clarity leaves no room for ambiguity!

No. 2
Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between: **CHRISTEEN COMRIE** Plaintiff

AND: **GEORGE-ANN MARIE DIAZ** Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's 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.

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)

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.