



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2022

B E T W E E N:

PROVEN BANK (CAYMAN) LIMITED
PREVIOUSLY KNOWN AS FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

DEVONTE DERREN MCLAUGHLIN

Defendant

PLAINT

TO:

DEVONTE DERREN MCLAUGHLIN

P.O. Box 731

Grand Cayman, KY1-1502

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 default judgment without any further notice to you.

Issued this 27th day of October 2022

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 an individual who resides in the Cayman Islands with a mailing address of P.O. Box 731, Grand Cayman KY1-1502, Cayman Islands.
3. Pursuant to a Credit Facility Letter dated 2 May 2019 and a Promissory Note dated 5 May 2019, the Plaintiff agreed to advance the sum of CI\$25,000.00 to the Defendant with interest accruing at a rate of 14% per annum, (together the "Loan Agreement").
4. In breach of the Loan Agreement, the Defendant failed to pay the monthly instalments as and when due. Accordingly, the Plaintiff by its attorneys issued a Formal Demand letter dated 10 December 2021, which was personally served on the Defendant on 17 December 2021, demanding the payment of the arrears under the Loan Agreement.
5. The Defendant made payments totalling CI\$1,482.51 since service of the Formal Demand but has failed to make any further payments and the Plaintiff suffered loss and damage as a result. Accordingly, the Plaintiff claims the sum of CI\$16,241.25 under the Loan Agreement, comprised of principal of CI\$14,325.21 and accrued interest of CI\$1,916.04 (the "Debt").
6. As a result of the above, the Plaintiff is claiming principal and interest of CI\$16,241.25 at the contractual rate of 14% per annum from 24 October 2022 and continuing at the rate of CI\$5.49 per diem in accordance with the terms of the Loan Agreement.
7. Alternatively, the Plaintiff claims pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% for such period as the Court deems fit.

AND THE PLAINTIFF claims:

- a) The Debt of CI\$16,241.25;
- b) Pre- and post-judgment interest from 24 October 2022 at the contractual rate of 14% per annum and continuing at the rate of CI\$5.49 per diem in accordance with the terms of the Agreement;
- c) Alternatively, pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% for such period as the Court deems fit;
- d) Fixed costs of CI\$175 pursuant to the *Summary Court Rules 2004*, alternatively costs to be assessed; and
- e) Such further and other relief as this Court may deem just.

HSM chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The amount claimed in respect of the debt is CI\$16,241.25 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 paragraph 3 and 6 above.
2. The prescribed rate of interest is 14% per annum.
3. The date from which interest is payable is from 24 October 2022.
4. The amount of interest accruing due each day is CI\$5.49.
5. Alternatively the applicable rate of interest will be 8.375% per annum.

This Plaint was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, PO Box 31726, George Town, Grand Cayman KY1-1207 Cayman Islands (ref: 309430.0392)

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Plaintiff

AND

DEVONTE DERREN MCLAUGHLIN

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address:-

[Empty rectangular box for 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 2022.

See overleaf

PARTICULARS OF DEFENCE

1. *[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]*

Defendant's Signature

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