



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2023

BETWEEN:

DEBBIE BARAUD

Plaintiff

AND:

ELOY ESCALANTE

Defendant

PLAINT

TO: Eloy Escalante
47 Boltins Avenue
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 Complaint on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend this 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 for containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 9th day of January 2023

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

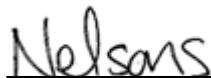
1. The Plaintiff and the Defendant both are, and were, at all material times individuals, resident in the Cayman Islands.
2. The Defendant was employed by Coastal Realty Ltd., a company owned and controlled by the Plaintiff, as a Maintenance man/ Gardener the terms of which were governed by an agreement dated 1 December 2020.
3. On or around 7 December 2020 the Plaintiff and the Defendant agreed orally (the “**Agreement**”) that the Plaintiff would advance to the Defendant the sum of CI\$10,000 (the “**Loan**”) to enable the Defendant to pay for a truck and work tools.
4. The terms of the Agreement included, *inter alia* that:
 - (a) the Defendant would repay the Loan by way of monthly payments of CI\$1,000;
 - (b) the Plaintiff was authorised by the Defendant to deduct these payments directly from the Defendant’s salary payable by Coastal Realty Ltd.;
 - (c) the Loan would be interest free so long as the Defendant remained in the employment of Coastal Realty Ltd.;
 - (d) should the Defendant’s employment with Coastal Realty Ltd. terminate for any reason, interest would be payable on the outstanding Loan at a rate of 8% per annum.
5. The Defendant thereafter used the Loan, or part thereof, to purchase a Ford F150 truck vehicle registration 98320.
6. On or around 22 December 2020 the Defendant made a lump sum payment of CI\$5,000 towards repayment of the Loan.
7. On 4 January 2021 the Defendant’s employment with Coastal Realty Ltd. terminated.
8. On or around 5 January 2021 the Plaintiff asked the Defendant to sign a Promissory Note in relation to the outstanding sum of CI\$5,000. The Defendant refused to do so.
9. No further payments have been received from the Defendant. The Plaintiff therefore claims the principal outstanding on the Loan in the sum of CI\$5,000 and pre and post judgment interest at a rate of 8% per annum from 4 January

2021 in the sum of CI\$804.38 and continuing at a daily rate of CI\$1.10 until payment in full.

10. In the alternative the Plaintiff claims interest on the principal outstanding on the Loan at a rate of 2 3/8% per annum (or as amended) calculated pursuant to section 34 of the Judicature Act (2021 Revision) and paragraphs 4 and 5 and the Twelfth Schedule of the Judgment Debt (Rates of Interest) Rules (2021 Revision).
11. The Plaintiff also seeks costs.

AND THE PLAINTIFF CLAIMS:

- a) The said sum of CI\$5,000.
- b) Pre and post judgment interest in accordance with the terms of the Agreement in the sum of CI\$804.38 as at the date of issue of this Plaint and continuing at a daily rate of CI\$1.10 until payment in full.
- c) In the alternative, interest at a rate of 2 3/8% per annum (or as amended) calculated pursuant to section 34 of the Judicature Act (2021 Revision) and the Judgment Debt (Rates of Interest) Rules (2021 Revision).
- d) Costs.



Nelsons
Attorneys for Plaintiff

Plaintiff's address for service:

31 The Strand
46 Canal Point Drive
PO Box 30069
George Town
Grand Cayman KY1-1201

THIS PLAINT is issued by Nelsons., Attorneys-at-Law, for the Plaintiff, whose address for service is that of his said attorneys at 31 The Strand, P.O. Box 30069, Grand Cayman KY1-1201 Cayman Islands.

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Plaintiff

AND:

ELOY ESCALANTE

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

YES NO

3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)

YES NO

4. If you intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of 2023

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 delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.