



SUMMARY COURT AT GEORGE TOWN

No. 1

Plaint

Cause No. SC ____ of 20__

BETWEEN: OPES SOLUTIONS CAYMAN LTD

Plaintiff

AND: DELEON TREVOR BOYDEN

Defendant

To the Defendant

96 Beach Bay Road
Bodden 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 defense** 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 defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 8 day of March 2023

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(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)

- 1) On the 30th of March 2022 the defendant entered into a loan agreement. Pursuant to the agreement, the Defendant borrowed the sum of \$2,500 from the plaintiff. The loan was made with the express understanding that it would be repaid by the Defendant to the Plaintiff in 4 monthly payments of \$897 commencing on April 28th 2022 and ending on July 28th 2022 as stipulated in the contract attached which was duly signed by both parties.
- 2) The contract stipulated that there would be a fee for missed payments during the course of the loan as well as additional interest and fees should the loan not be paid off in its entirety
- 3) Despite repeated requests for payment, the Defendant has failed to repay the loan in full in the allotted time.
- 4) The Defendant's failure to repay the loan constitutes a breach of the agreement
- 5) Pursuant to the terms of the loan agreement, the Plaintiff is entitled to recover the outstanding loan balance, interest, late fees and other costs incurred in connection with the collection of the delinquent loan.

AND the Plaintiff claims:

- 1 The Total sum of \$8,785.00 derived from the following:
- 2 Principle sum of \$2,020.00
- 3 Interest in the sum of \$765.00 calculated at the prescribed rate from the 30th March to the 28th July 2022
- 4 Additional interest in the sum of \$2,050.00 calculated at the prescribed rate from the 1st August 2022 to date
- 5 Interest to continue accruing at a monthly rate of \$250.00 until this matter is settled
- 6 Missed payment fees in the sum of \$4,000.00 to date
- 7 Missed payment fees to continue accruing at a monthly rate of \$400
- 8 Fixed costs of \$1,000.00.



Plaintiff's Signature

Plaintiff's address for service

P.O. box 2166

George Town

opessolutionsCayman@gmail.com

548 - 0536

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

OPES SOLUTIONS CAYMAN LTD

Plaintiff

AND:

DELEON TREVOR BOYDEN

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

DELEON TREVOR BOYDEN
96 BEACH BAY ROAD
BODDEN TOWN
GRAND CAYMAN

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.