



No. 1
Plaint

SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN: OPES SOLUTIONS CAYMAN LTD

Plaintiff

AND: SANDRA HAYNES

Defendant

To the Defendant

Bethel Lakeside Apartments
#E
Sticky Toffee Lane
West Bay
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 2nd day of MAY 2023

See overleaf for particulars of the Plaintiff's claim

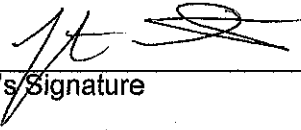
PARTICULARS OF CLAIM

(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 18th 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 expressed understanding that it would be repaid by the defendant to the plaintiff in 6 monthly payments of \$681.00 commencing on April 28th 2022 and ending on August 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 in the timeframe specified
- 3) Despite repeated requests for payment, the defendant failed to repay the loan in full in the allotted time.
- 4) The defendants' 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 with the collection of the delinquent loan.
- 6)

AND the Plaintiff claims:

- 1 The total sum of \$9,135 derived from the following:
- 2 Principle sum of \$1,300.00
- 3 Interest in the sum of \$685.00 calculated at the prescribed rate from the 18th March 2022 to the 28th August 2022
- 4 Additional interest in the sum of \$1,750.00 calculated at the prescribed rate from the 1st September 2022 to date
- 5 Interest to continue at a monthly rate of \$250.00 until this matter is settled
- 6 Missed payment fees in the sum of \$4,400.00 to date
- 7 Missed payment fees to continue at a monthly rate of \$400.00 until this matter is resolved
- 8 Fixed costs of \$1,000.00.

A handwritten signature in black ink, appearing to be 'H. S.', written over a horizontal line.

Plaintiff's Signature

Plaintiff's address for service

P.O. box 2166

George Town

Grand Cayman

OPES SOLUTIONS CAYMAN LTD

TELEPHONE: 345-548-0536

EMAIL: www.opesolutionscayman@gmail.com

WEBSITE: www.opesolutionscay.com

LOAN AGREEMENT AND AUTHORIZATION

For value received, I, **SANDRA HAYNES** (hereinafter referred to as "the BORROWER") promise to pay **OPES SOLUTIONS CAYMAN LTD.** (hereinafter referred to as "the CREDITOR"), the sum of **FOUR THOUSAND EIGHT HUNDRED FIVE CAYMAN ISLANDS DOLLARS (CI\$4,805.00)*** (hereinafter referred to as the "Loan" or the "Loan Amount") on the terms outlined below.

Total Amount: CI\$4,805.00*

Loan Term Start Date: April 28th, 2022*

Loan Term End Date: August 28th, 2022*

Payment Amount: CI\$681.00*

Terms: 6 Monthly Payments, commencing April 28th, 2022

The BORROWER authorizes the lender to display his/her name and picture in a public place in the event of default on the Loan. This display may be in newspapers, notice boards, community bulletin boards, or any other means that the lender may deem fit.

Should it become necessary for the CREDITOR or its agents to institute collection proceedings, the BORROWER hereby acknowledges and agrees to pay all such collection fees and any other fee associated with the recovery of the outstanding balance by the CREDITOR.

The BORROWER also pledges all personal and/or business assets as security for the Loan. In the event the Loan is not repaid, the CREDITOR is authorized to repossess and dispose of the said assets and apply proceeds in settlement of the Loan.

In the event of death of the BORROWER, the CREDITOR shall also (without prejudice to any effective means of recovery) be entitled to recover the balance on the Loan from the estate of the BORROWER.

This Loan Agreement and Authorization shall be governed by the Laws of the Cayman Islands and cannot be altered or revoked without the written consent of OPES SOLUTIONS CAYMAN LTD.

This Loan Agreement is executed by the Parties below on the date set out hereunder.

SANDRA HAYNES of Bethel Lakeside Apartments #E, 22 Sticky Toffee Lane, West Bay, Grand Cayman, agree to the above terms and conditions.

. Dated this 18th March, 2022.

SANDRA HAYNES
Borrower

x 
Borrower's Signature



For OPES SOLUTIONS CAYMAN LTD.

By: Justin Murray, Loan Officer

- Loan terms are outlined above. Payments are due on the dates specified above. Should payment not be made within 1 day of the specified date, a \$50 late fee will be added daily until payment is made. Should the loan term expire without the loan being paid off in full, in addition to the \$50 daily late fee, additional interest will be added at a rate of 5% per week until the loan is paid off in its entirety.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

OPES SOLUTIONS CAYMAN LTD

Plaintiff

AND:

SANDRA HAYNES

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

SANDRA HAYNES
BETHEL LAKESIDE APARTMENTS #E
STICKY TOFFEE LANE
WEST BAY

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 _____

See Overleaf

Dated this _____ day of _____, 20__

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.