



THE SUMMARY COURT OF THE CAYMAN ISLANDS
AT GEORGE TOWN GRAND CAYMAN
FAMILY DIVISION

CAUSE NO SC. OF 2024

PLAINT

BETWEEN FRANCOISE MINZETT **PLAINTIFF**

AND DANIEL PATTICO **DEFENDANT**

To the Defendant

DANIEL PATTICO
33 SANDY GROUND
BODDEN TOWN
GRAND CAYMAN

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 Plain on you, counting the day of service you must either satisfy the claim or return to the Court Office, P.O.Box 495GT, George Town, the accompanying Acknowledgment 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 Acknowledgment of Service form.

If you fail to satisfy the claim or fail 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 19 day of Jan 2024

See overleaf for particulars of the Plaintiff's claim

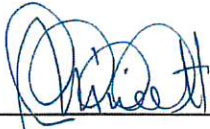
PARTICULARS OF CLAIM

1. On the 18th of July 2020, the Plaintiff Francoise Minzett entered into a written settlement agreement with the Defendant Daniel Pattico to accept a full and final settlement payment of KYD\$10,000, which is inclusive of all legal costs incurred (the "Settlement Sum"), paid over 40 calendar months, in increments of KYD\$250 per month (starting from 1 October 2020), such payment increments being due no later than thirty (30) days from the first business day of each month or until the Settlement Sum has been paid in full. (Clause 6.1 of agreement)
2. The Defendant has not complied with the above terms as stipulated by the agreement and is currently in arrears of CI\$3,100.00 (Three thousand one hundred dollars)
3. Outside of making the first payment before the actual start date, the Defendant has never made the agreed monthly installments in line with the written agreement i.e. monthly but rather in a sporadic manner, often going past due several months and then making lump sum payments. I kept an Excel spreadsheet of the payments and this is now produced and exhibited herewith marked FM1.
4. Despite my efforts to follow up with the defendant whenever he fell behind, the defendant continues to not honor his obligation under the written agreement as agreed. Copies of WhatsApp messages with the defendant's responses are now produced and exhibited herein marked FM2.
5. The defendant's last payment made was on the 16th of November 2023 as a result of a letter sent to the defendant by JEB Collections and Process Servers whom I hired to assist me with the collections. This is now produced and exhibited herein marked FM3.
6. The defendant then advised JEB Collections and Process Servers via WhatsApp message that he will try to settle the amount by the end of the year 2023, if not he has large sums of funds coming from the sale of land in January 2024 if not before. The defendant also indicated he can settle no later than the end of January 2024. This is now produced and exhibited herein marked FM4.
7. The agreement further stipulates that if MR PATTICO fails to comply with clause 6.1 of this agreement, MS MINZETT is entitled to recover all her reasonably incurred legal costs that are incurred recovering any outstanding monies due and unpaid under this agreement.
8. No further payments have been made since the payment of CI\$2000 was made on 16 November 2023, and the balance outstanding under the agreement of CI\$3100. remains unpaid to date.
9. Given the poor payment pattern of the defendant thus far I believe that unless the defendant is compelled by the courts to honor his obligation and as clearly demonstrated by his payment pattern he will at a minimum, drag out repayment.

10. Accordingly, I ask that this Honorable Court grant my claims set out below against the defendant Daniel Pattico should he fail to settle the amounts claimed in full.

AND the Plaintiff claims:

1. The sum of \$3,100.00 due under the written agreement.
2. Interest calculated at the current prescribed rate from February, 2023 to date
3. Interest to continue until this matter is settled
4. Fixed costs of CI ~~\$850.00~~ 175.00 (for)
5. Order for legal costs associated with this matter.



Plaintiff Françoise Minzett

Plaintiff's address for service

#46 Randyke Gardens
George Town
Grand Cayman
Telephone 1-345-3265333

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN GRAND CAYMAN
SMALL CLAIMS DIVISION
CIVIL DIVISION

CAUSE NO SC. OF 2024

BETWEEN FRANCOISE MINZETT **PLAINTIFF**

AND DANIEL PATTICO **DEFENDANT**

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address

2. State whether the Defendant intends to contest this action

YES

NO

3. If you do not intend to contest this action, do you want time in which to pay the claim?

YES

NO

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

Service of the Plaint is acknowledged accordingly

DEFENDANT DANIEL PATTICO

Dated this day of 2024.

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he not liable to the Plaintiff, or is not liable to pay full amount claimed)

DEFENDANT DANIEL PATTICO

REMINDER- This form must be taken or sent to the Courts Office, P.O.Box495GT, George Town, Grand Cayman WITHIN 14 DAYS OF RECEIPT otherwise a default judgment may be entered against you.