



**SUMMARY COURT OF THE CAYMAN ISLANDS**

**PROCEEDING**

**CAUSE NO: SC      of 2024**

**: LINDA ANAMAR DIAZ CHAVEZ MOLINA**

**PLAINTIFF**

**ARNOLD ARGUEDA**

**RESPONDENT**

**PLAINT**

**TO:**     Arnold Argueda  
          Grand Cayman  
          Cayman Islands

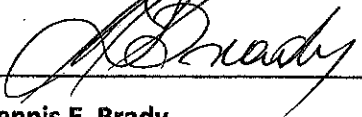
**THIS PLAINT** has been issued against you by the above named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the 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 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings. If you intend to defend the action, in whole or 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 return the Acknowledgement with the time stated, with full particulars of your Defence the Plaintiff may apply for a Default Judgement without any further notice to you. If you return the Acknowledgement form without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this *5* day of *FEB* 2024

**IMPORTANT**-Directions for acknowledgement of service are given with the accompanying form.

  
\_\_\_\_\_

**Dennis E. Brady**  
**Attorney-at-Law for the Plaintiff**

This **PLAINT** was filed by Dennis Brady, Attorney-at-Law for the Plaintiff whose address for the service of the said Attorney-at-Law Second Floor Anderson Square, P.O Box 11740 APO, Grand Cayman, KY1-1109, Cayman Islands.

**IN SUMMARY COURT OF THE CAYMAN ISLANDS****CIVIL DIVISION****CAUSE NO: SC of 2024****BETWEEN: LINDA ANAMAR DIAZ CHAVEZ MOLINA****PLAINTIFF****AND: ARNOLD ARGUEDA****RESPONDENT****PARTICULARS OF CLAIM**

1. *I am the Plaintiff in this matter. In so far as the facts and matters set out within the Statement of Claim are within my own knowledge, they are true, and in so far as they are not within my own knowledge, they are true to the best of my information and belief.*
2. *I make this Statement of Claim in support of my application for:*
3. *An Order to enforce re-payment of the sum of CI\$8,000.00 (**hereinafter referred to as ("the Loan")**) to the Plaintiff, by the Respondent, as re-payment of that sum of money being the Loan made by the Plaintiff, to the Respondent, upon a verbal contract and undertaking being entered into by the Respondent, and the Plaintiff, that for that gesture of kindness by the Plaintiff to the Respondent, the Respondent would repay the full sum of the Loan, in monthly installments, of twenty five per cent (25%) of the full sum of the Loan, or alternatively repay the full Loan, plus the sum of twenty five percent of the Loan, as a lump sum payment, (**hereinafter "the Repayment Plan"**) which undertaking was never observed and executed by the Respondent; and therefore in breach of contract.*
4. *The Loan was made to the Respondent on January 1 2023, and this was done on the mutual understanding and agreement between the Respondent and the Plaintiff, that the Loan would have been repaid on the 29 of February 2023. After **that** date had passed, the Plaintiff asked the Respondent on several occasions, to re-pay to me the agreed Loan sum, plus the twenty five percent; and each time the Respondent would put the Plaintiff off with a promise to pay later.*
5. *The Respondent kept putting the Plaintiff off and running the Plaintiff around, so that in June of 2023, the Plaintiff was forced to seek legal representation, to send a Letter of Demand dated June 20 2023, demanding the re-payment of the Loan, as well as the twenty five per cent owed to the Plaintiff. The Respondent has not paid any money whatsoever to the Plaintiff, in clear breach of the said contract and undertaking; entered into between the Plaintiff and the Respondent.*
6. *The failure and breach of contract in the given circumstances, has not only caused a significant inconvenience to the Plaintiff, but also in fact, by having to seek legal advice, the Plaintiff has incurred the additional expenses of CI\$250.00; in order to have had this Letter of Demand drafted and served upon the Respondent.*

- 7. *The Respondent was required in the Letter of Demand, to make the demanded re-payments, plus Legal Costs within seven (7) days of the date of the said Letter of Demand being served upon the Respondent, and to date, the Respondent has not paid the amount due and outstanding as demanded by the Plaintiff.*
  
- 8. *Despite several requests made by the Plaintiff to the Respondent, to effect re-repayment; to date the Respondent has ignored the Plaintiff's several requests, and some considerable time has now elapsed, during which time, the Plaintiff has been trying to contact the Respondent, in order to get some indication; as to when the outstanding sums of money, comprising the Loan and the additional monies as assessed, would be paid over by the Respondent; to the Plaintiff; but to no avail.*

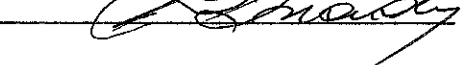
**AND THE Plaintiff claims:**

- 1. *The sum of the full balance of, **CI\$ 8,000.00 plus legal costs of CI\$600.00** against the Respondent*
- 2. *The accrued interest in relation to the aforementioned sum.*
- 3. *Costs in the matter.*
- 4. *Any other Order that this honourable Court seems fit.*

**SWORN TO BY ME** at  
George Town Grand Cayman this 5 day of ~~January~~ <sup>FEBRUARY</sup> 2024

  
LINDA ANAMAR CHAVEZ MOLINA

**SWORN TO BEFORE ME** this 5 day of ~~January~~ <sup>FEBRUARY</sup> 2024

  
**NOTARY PUBLIC/JUSTICE OF THE PEACE**

**THIS STATEMENT OF CLAIM** was filed by BRADY Attorneys at Law, Attorneys for the Plaintiff whose address for service is that of his said Attorneys Anderson Square, Second Floor, Box 11740 APO KY1-1009, George Town, Grand Cayman

**IN SUMMARY COURT OF THE CAYMAN ISLANDS**

**CIVIL DIVISION**

**CAUSE NO: SC of 2024**

**BETWEEN: LINDA ANAMAR DIAZ CHAVEZ MOLINA**

**PLAINTIFF**

**AND: ARNOLD ARGUEDA**

**RESPONDENT**

---

**ACKNOWLEDGEMENT OF SERVICE  
OF PLAINT**

---

Arnold Argueda  
George Town  
Grand Cayman

1. State whether the Defendant intends to contest the action.

Yes

No

2. If you do not intend to contest the action, do you want time ion which to pay the claim?

Yes

No

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

**Service of the Plaintiff is acknowledged accordingly.**

\_\_\_\_\_  
Defendant's Signature

Dated this      day of January 2024

**Please see overleaf**

-2-

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he/she 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 495, George Town, Grand Cayman, Cayman Islands KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.