



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2024

RKD LTD T/A RKD MOBILE LENDING SERVICE

PLAINTIFF

IQUE MCLAUGHLIN

DEFENDANT

PLAINT

To the Defendant

Monique McLaughlin
23 Brookstone Close
Newlands, Savannah, 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 Complaint 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 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 form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this on 24th of July 2024

See overleaf for particulars of the Plaintiff's claim

This PLAINT was issued by RKD LTD T/A RKD MOBILE LENDING SERVICE, whose address for service is 29 Paxton Street, George Town, Grand Cayman

PARTICULARS OF CLAIM

1. The Plaintiff **RKD LTD T/A RKD MOBILE LENDING SERVICE** is a duly incorporated Cayman Islands company registered under the Cayman Islands Companies Act (2021 Revision).
2. By written contract dated the 03rd of August 2021 the Plaintiff granted Defendant a personal loan in the sum of CI\$ 2,500.00 (Two thousand five hundred dollars).
3. The contract included an express term that payment(s) were to be made on the 31st August 2021
4. The contract included an express term that interest on the unpaid principal, which is calculated at the rate of 25 % per week and added to the loan daily.
5. The contract included an express term that default carries a one-time penalty fee that will be added to the loan account.
6. The Plaintiff levied charges and assessments by way of monthly payment reminders and statements in keeping with the specified repayment timetable and sent to the Defendant stating that payment due for the month and the cumulative debt inclusive of the interest at that time.
7. Despite the repeated demands by the Plaintiff on the following date corresponding via WhatsApp:
 - a) **20 September 2021**
 - b) **19 October 2021**
 - c) **05 November 2021**
 - d) **20 December 2021**
 - e) **04th January 2022**
 - f) **19 January 2022**
 - g) **16 February 2022**
 - h) **11 March 2022**
 - i) **01 May 2022**
 - j) **01 May 2022**
 - k) **25 May 2022**
 - l) **29 May 2022**
 - m) **01 July 2022**
 - n) **29 August 2022**
 - o) **06 October 2022**

The Defendant has failed or refused to make payment to bring the loan to full repayment.

8. By reasons of the Defendant's failure or refusal to make payment, the Defendant has breached the written contract.
9. The amount of principal, interest, and fees owing as of 16th July 2024 is CI\$7,500.00
10. The Defendant defaulted on the terms of payment and as of the date of the commencement of the proceeding the Defendant, pursuant to the terms of the Loan Agreement, owed to the Plaintiff the sum of CI\$ 2,500.00 plus interest of CI\$5,000.00, that sum continues to accrue at the rate of CI\$ 22.32 per day.

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11. If within the time for returning the Acknowledgement of Service, the Defendant pays the Plaintiff the amount claimed of CI\$7,500.00 and all filing fees and interest claimed all further proceedings will be stayed.
12. As a result of the above, the Plaintiff is entitled to the relief claimed in the proceeding.

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AND the Plaintiff claims:

1. Principal, interest, loan default and fees totalling CI\$7.500;
2. CI\$487.03 in pre-judgment interest from the (31st October 2021 to 24th July 2024) at the rate of 2 3/8% per annum in accordance with Judicature Act (2021 Revision) and Judgement Debt (CI\$0.48) per day as amended from time to time;
3. Cost; and of CI\$150.00 administration
4. Such further and other relief as the Court may deem just.



Plaintiff's Signature

Ronaldo Douglas

29 Paxton Street,
George Town,

Grand Cayman

Phone [1 \(345\) 917-4889](tel:13459174889)

Email: rkdmobile@hotmail.com

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IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN: RKD LTD T/A RKD MOBILE LENDING SERVICE

PLAINTIFF

AND: MONIQUE MCLAUGHLIN

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

4. State Defendant's name and address -

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

Yes

No

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

Yes

No

7. 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__

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