



PLAINT

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC. OF 2020

BETWEEN: OSBORNE BARNETT PLAINTIFF
AND: MARLYN MOXAM FERNANDEZ DEFENDANT

TO: Marlyn Moxam Fernandez
GT, 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 Plaint on you, counting the day of service, you must either satisfy the claim or return of the Court's Office, P.O. Box 495, GT, 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 Acknowledgment 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 *22* day of October, 2020

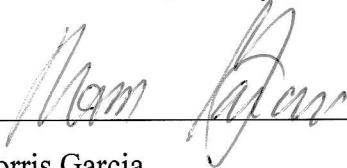
PARTICULARS OF CLAIM

1. The Plaintiff lives at #35 Prospect Hickory Drive, West Bay.
2. The Defendant resides at #16 Windstar Drive, West Bay, Grand Cayman.
3. By an agreement in writing dated September 1, 2019 ('the " Loan Agreement" ' the Plaintiff agreed to loan the Defendant the sum of CI\$5, 300.00.
4. The terms of the Loan Agreement stipulated, inter alia, that she repays to the Plaintiff the sum of CI\$530.00 per month commencing September 23, 2019 .
5. It was further expressly agreed by the parties that in the event of default, the unpaid portion of the principal debt will attract interest of 10% per annum and further that should the Plaintiff take enforcement proceeding, the Defendant will assume liability for the Plaintiff's reasonable costs.
6. The Defendant repaid CI\$600.00 of the loan, leaving a balance of CI\$4,700.00. The said CI\$600 was made in two payments of CI\$300.00 each via direct transfer on September 23, and October 23, 2019 respectively. No further payments were made.
7. That in or around November 2019, the Plaintiff loaned the Defendant an additional CI\$950.00 which amount she has not repaid, thereby bringing her total indebtedness to the Plaintiff to the sum of CI\$5,650.00.
8. Demands have been made by the Plaintiff and his Attorney for the payment of these sums without success.
9. In the premises, the said sum of CI\$5,650.00 remains due and owing from the Defendant to the Plaintiff.

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANT

- a) The said sum of CI\$5,650.00
- b) Fixed costs of CI\$150.00 + \$25.00 + \$30.00= CI\$205.000
- c) Interest at the contractual rate of 10% per annum from date of default to date of full payment.

Dated this 22 day of October, 2020



Morris Garcia

Attorney-at-law for the plaintiff

ACKNOWLEDGEMENT OF SERVICE

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
CAUSE NO. SC OF 2020

BETWEEN: OSBORNE BARNETT PLAINTIFF
AND: MARLYN MOXAM FERNANDEZ DEFENDANT

ACKNOWLEDGEMNT OF SERVICE

1. State the defendant's name and address
2. _____
State whether the defendant intends to contest the action YES NO
3. If you do not intend to consent the action, do you need 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 particulars
of your defense overleaf.

Service of the plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of 2020

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BETWEEN: OSBORNE BARNETT PLAINTIFF
AND: MARLYN MOXAM FERNANDEZ DEFENDANT

STATEMENT REGARDING INTEREST

1. Interest is claimed from the date of default, ie November 30, 2019
2. Rate of interest is 10% per annum pursuant to the Loan Agreement.
3. The amount of interest that has accrued from November 2019 to September 30, 2020 is CI\$538.35 and continuing thereafter at the rate of CI\$1.79 per diem until the total sums owed are paid in full.

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, P.O.Box 495, GT, Grand Cayman within 14 days of receipt, otherwise Default Judgment may be entered against you.