



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

Cause No. SC OF 2022

BETWEEN:

KANIKA GREEN

Plaintiff

AND

LATOYA BARTLEY

Defendant

PLAINT

To the Defendant:

**Latoya Bartley
Apartment #46, Panton Place
Ormond Place
Crewe Road
George 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 Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, 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 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 day of February 2022

See overleaf for particulars of the Plaintiff's claim.

1. The Plaintiff is a director and owner of Lash Out Limited a company registered in the Cayman Islands and engaged in the business of salon services trading as 'Lash Out'.
2. The Defendant is a former employee of the said business.
3. The Plaintiff in her personal capacity and upon the Defendant's request loaned to the Defendant sums of money. Those sums were paid on the Defendants' behalf for surgical treatment and totalled in excess of US\$13,000 (equivalent to CI\$10,920 at the exchange rate of 0.84 Cayman Island dollars to 1 US dollar) paid by direct bank transfer and credit card payment to 'Top Aesthetics LLC' between 8th June 2021 and 19th August 2021.
4. The said loan was evidenced by a written loan agreement dated 1st August 2021 executed by both parties and with the loan sum capped at US\$13,000.
5. Under the terms of the said loan agreement the Defendant was due to pay,
 - a. The sum of CI\$6,500 at the end of October 2021, and
 - b. Instalment payments each calendar month between November 2021 and March 2022.
6. It was an express term of the said loan that in the event the Defendant as borrower ceased to work at Lash Out the whole sum loaned would become repayable within 30 business days.
7. The Defendant was given notice of termination from her employment by letter dated 25th November 2021 which she signed for as received on 26th November 2021 at 11.46am (she erroneously dated the receipt as 26th October 2021).
8. The Defendant being no longer employed by Lash Out and the required 30 business days having elapsed the entire loaned sum fell due for repayment in full and immediately.
9. In breach of the terms of agreement the Defendant has failed to repay the loan or to discharge any of the instalment sums. Notwithstanding demands for payment the full loan sum of CI\$10,920 remains outstanding and due.
10. The Plaintiff is entitled to and claims interest on such damages as may be awarded to her pursuant to section 34 of the Judicature Law (2017 Revision) at such rate and for such period as the Honourable Court may deem fit and in the alternative at the judgment debt rate of 2 and 3/8ths percent which equates to CI\$0.71 per day accruing daily and claimed from 26th November 2021 to date and continuing until judgment or sooner payment with the interest sum to date standing at CI\$59.64.

AND the Plaintiff claims:

- (a) The liquidated sum of CI\$10,920 or damages for breach of contract
- (b) Interest as aforesaid continuing until judgment or sooner payment
- (c) Fixed costs, alternatively costs to be assessed.

Dated this February 2022



McGRATH TONNER
Attorneys to the Plaintiff

To:

The Defendant, Latoya Bartley of Apartment #46, Panton Place, Ormond Place, Crewe Road,
George Town, Grand Cayman.

&

The Clerk of the Summary Court.

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Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address -

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

1. 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 2022

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraph 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.