

**PLAINT**

SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2023

BETWEEN NINI JOHANNA MEDINA PLAINTIFF

AND JOLENE ANTHONETT BARNES DEFENDANT

To the Defendant:

JOLENE ANTHONETT BARNES
GRAND CAYMAN
(345) 321-1622

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 Plaintiff 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 Acknowledgement of Service form stating 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 default Judgment without any further notice to you.

Issued this 23rd day of August 2023


See overleaf for particulars

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times NINI JOHANNA MEDINA.
2. The Defendant was at all material times JOLENE ANTONETT BARNES.
3. On or about the 10th day of June 2023 the Plaintiff and the Defendant entered into a loan agreement whereby the Plaintiff agreed to loan the sum of CI\$ 1000.00, plus interest charges of CI\$ 300.00 weekly to the Defendant, such sum to be repaid on the 17th day of June 2023. The Defendant was also informed that additional interest would be incurred if they failed to adhere to the terms of the agreement.
4. The Plaintiff pursuant to the said Agreement with the Defendant loaned the Defendant the said sum and thereby performed all of his obligations pursuant to the agreement.
5. The Defendant made a payment of CI\$ 300.00 (Interest for one week) to the Plaintiff on the 17th of June 2023 but has also failed to make any further payments on the agreed upon interest.
6. The Plaintiff has contacted the Defendant numerous times to settle the outstanding debt. Due to the excess delinquency of payment on the agreed upon amount and interests the Plaintiff has chosen to not charge all interests due but to cap the outstanding interests at four weeks. The Defendant has not made any attempts to settle the amount and no longer communicates with the Plaintiff.
7. The Defendant owes the Plaintiff the outstanding sum of CI\$ 2200.00 owed pursuant to the Agreement, plus costs of CI\$125.00 and any further legal costs that may be incurred for further future legal actions.

AND THE PLAINTIFF CLAIMS:

- (a) The said sum of CI\$ 1000.00
- (b) Damages.
- (c) Interest. CI\$ 1200.00
- (d) Costs. CI\$125.00


PLAINTIFF

Plaintiffs' address for service:

Nini Johanna Medina
Box 54
George Town
Grand Cayman
KY1-1101

honi med1@hotmail.com

916-6922

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2023

BETWEEN NINI JOHANNA MEDINA PLAINTIFF

AND JOLENE ANTHONETT BARNES DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendants name and address:

[Empty rectangular box for defendant 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 to pay the claim?

() yes () no

4. If you intend to contest the action, in whole or 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__

See Overleaf

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, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.