



## MARY COURT AT GEORGE TOWN

Tiffani Rasheeda Straker

Cause No. SC\_\_\_\_\_ of 2023

Plaintiff

AND: Gemini (Cayman) Ltd.

Defendant

To the Defendant

P.O. Box 12049  
20 Igloo Crescent, George Town,  
Grand Cayman  
Cayman Islands  
KY1-1010

**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, PO 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 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 25<sup>th</sup> day of August 2023

See overleaf for particulars of the Plaintiff's claim

**PARTICULARS OF CLAIM**

1. On September 8<sup>th</sup> 2021 the Plaintiff paid a deposit of KYD\$5,500.00 to Gemini Cars Import in relation to the importation of a 2016 Honda Grace ("the Vehicle").
2. On March 24<sup>th</sup> 2022 the Plaintiff paid the balance of KYD\$6,000.00 for the purchase of the Vehicle (the total purchase price was KYD\$11,500).
3. On July 15<sup>th</sup> 2022, a representative of Gemini Cars Import ("Andre") advised the Plaintiff that, if the Vehicle was not available by July 31<sup>st</sup> 2022, the Plaintiff would be given a full refund.
4. The Vehicle was not available by July 31<sup>st</sup> 2022. On August 19<sup>th</sup> 2022, the Plaintiff sent a form to Gemini Cars Import requesting a full refund.
5. On November 1<sup>st</sup> 2022, the Plaintiff served a letter before action, seeking the return of the KYD\$11,500 paid to Gemini Cars Import for the Vehicle.
6. On January 19<sup>th</sup> 2023, Gemini Cars Import agreed a payment plan with the Plaintiff as follows: monthly payments of KYD\$2,000.00 for 6 months starting January 30<sup>th</sup> 2023 until the total of KYD\$11,500.00 was paid.
7. On 31<sup>st</sup> January 2023 the Plaintiff received KYD\$2,000.00 from Gemini Cars Import.
8. On 27<sup>th</sup> March 2023 the Plaintiff received KYD\$2,000.00 from Gemini Cars Import.
9. Subsequent efforts to contact Gemini Cars Import were met with no response.
10. A statutory demand for the unpaid debt was served to the registered address of Gemini (Cayman) Ltd. on June 30<sup>th</sup> 2023.
11. Following the service of the demand Gemini Cars Import contacted the Plaintiff and made arrangements to pay the debt in full.
12. On 21<sup>st</sup> July 2023 Gemini Cars Import sent a message to the Plaintiff stating the debt was paid in full. Bank documents were sent confirming this.
13. Although the bank documentation looked to be in good order, only KYD\$500.00 was transferred on July 21<sup>st</sup> 2023.
14. In subsequent correspondence Gemini Cars Import appeared to make arrangements to repay the remaining debt.
15. The Plaintiff is of the view that Gemini Cars Import is not acting in good faith in so far as it is purporting to have made genuine bank transfers in the sum of the full debt.
16. The Defendant is the holder of the Trade and Business License for Gemini Cars Import.

AND the Plaintiff claims:

1. The sum of KYD\$7,000.00.
2. Interest in the sum of KYD\$180 calculated at the prescribed rate from August 1<sup>st</sup>, 2022 to date.
3. Interest to continue at the per diem rate of \$0.46 until this matter is settled.
4. Fixed costs of KYD\$200.00, alternatively costs to be assessed.

*T. Straker*

\_\_\_\_\_  
Plaintiff's Signature

Plaintiff's address for service:

PO. Box 889, 10 Market Street, George Town, Grand Cayman, KY1-9006, Cayman Islands  
[telephone number: 326-3051, email address: tiff\_straker@hotmail.com]

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 2023

**BETWEEN:** Tiffani Rasheeda Straker

Plaintiff

**AND:** Gemini (Cayman) Ltd.

Defendant

**ACKNOWLEDGEMENT 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

4. 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 \_\_\_\_\_ 2023

**See Overleaf**

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraphs the grounds upon which the Defendant says that (s)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.