



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2023

BETWEEN:

DRAKE KIRK WATSON

PLAINTIFF

AND:

SASH SHERI MILLER

DEFENDANT

PLAINT

TO THE DEFENDANT:

Sasha Sheri Miller
138 Pedro Castle Road
Grand Cayman
Caymans 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 **Plaint** 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 11th day of January 2024

See overleaf for particulars of the Plaintiff’s claim

This **PLAINT** was issued by KSG, Attorneys for the Plaintiff whose address for service is 3rd Floor One Capital Place, 136 Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: MH/3304)

PARTICULARS OF CLAIM

1. The Plaintiff is a natural person who resides at 36 Terrace Drive, Stake Bay, Cayman Brac, Cayman Islands.
2. At all relevant times, the Plaintiff was licensed to engage in the business of payday lending under the trading name Drake's Quick Loans pursuant to Trade and Business Licence No. 85266.
3. On or about 22 January 2023, the Plaintiff agreed to lend to the Defendant the sum of CI\$3,000.00 repayable on terms recorded in writing. The agreement is more particularly evidenced by a loan agreement in writing dated 22 January 2023 setting out the full terms of the loan agreement (the **22 January Agreement**).
4. On or about 28 January 2023, the Plaintiff agreed to lend to the Defendant the further sum of CI\$1,500.00 repayable on terms recorded in writing. The agreement is more particularly evidenced by a loan agreement in writing dated 28 January 2023 setting out the full terms of the loan agreement (the **28 January Agreement**).
5. Save for the amount of money being advanced by the Plaintiff to the Defendant, the 22 January Agreement and the 28 January Agreement (together, the **January Agreements**) were on identical terms.
6. The following were express terms of the January Agreements (*inter alia*):
 - 6.1 The Defendant would repay the loan on the payday including the complete principal amount along with applicable interest and any late fees (Article 1).
 - 6.2 The Plaintiff would lend the Defendant the aggregate principal amount of CI\$4,500.00 (Article 2).
 - 6.3 Interest is payable on the loan principal at the rate of 10% compounding weekly (Article 3).
 - 6.4 In the event that the repayment of the loan amount is not paid on time and becomes late, a late fee of CI\$25 per week applies and is payable by the Defendant in addition to the principal amount and the applicable interest (Article 5).
 - 6.5 The Defendant shall pay to the Plaintiff all costs, expenses and expenditures including the complete legal costs of the Plaintiff in enforcing the January Agreements as a result of any default by the Defendant (Article 11).
7. Pursuant to the January Agreements, the Plaintiff duly lent the Defendant the aggregate sum of CI\$4,500.00.

8. In breach of the January Agreements, the Defendant failed to make repayment of the said loans in accordance with the terms of the January Agreements.
9. By 27 June 2023, the amount owing by the Defendant to the Plaintiff was CI\$8,303.45, which sum included the aggregate principal loan amount of CI\$4,500.00, plus accrued interest, late fees and legal costs pursuant to the terms of the January Agreements.
10. To address the Defendant's liability to the Plaintiff under the January Agreements, on 27 June 2023 the Defendant executed a Deed in favour of the Plaintiff titled "Promissory Note" (the **Promissory Note**).
11. The following were express terms of the Promissory Note (*inter alia*):
 - 11.1 The principal amount owing by the Defendant to the Plaintiff as at 27 June 2023 was CI\$8,303.45 (the **Principal Amount**).
 - 11.2 The Defendant would repay the Principal Amount in full on or before 30 June 2023 (clause 1).
 - 11.3 In the alternative to clause 1, at the Defendant's election she would make monthly payments of CI\$500.00 per calendar month, to be paid on or before the last business day of each month, commencing in July 2023 and continuing in each consecutive month thereafter until the Principal Amount and any interest have been fully repaid (clause 2).
 - 11.4 No interest will be payable if the Defendant makes payment of the Principal Amount in full by 30 June 2023 (pursuant to clause 1 of the Promissory Note), otherwise, simple interest is payable by the Defendant on the Principal Amount at the rate of 25% per annum, accruing monthly (clause 4).
 - 11.5 All costs and expenses, including legal fees incurred by the Plaintiff in enforcing the Promissory Note as a result of any default by the Defendant, will be added to the Principal Amount then outstanding, with the full amount being immediately payable by the Defendant (clause 5).
12. On or about 5 July 2023, the Defendant paid the sum of CI\$303.45 to the Plaintiff.
13. In breach of the Promissory Note, the Defendant has failed, refused or neglected to pay any further amounts to the Plaintiff.
14. The balance of the Principal Amount in the sum of CI\$8,000.00 plus accrued interest and legal costs is immediately due and payable in full.
15. By letter dated 24 October 2023, the Plaintiff (via its attorneys) demanded payment of the amount owing under the Promissory Note, which at that time was the sum of CI\$10,114.66, which amount comprised the outstanding balance of CI\$8,000.00 plus accrued interest and legal costs pursuant to the terms of the Promissory Note.

- 16. Despite demand, the Defendant has failed, refused or neglected to pay the amounts due under the Promissory Note and as at 11 January 2024 the sum of CI\$11,784.93 (**Total Debt**) is due and owing to the Plaintiff arrived at as follows:

Principal Outstanding	CI\$8,000.00
Interest as at 11 January 2024	CI\$1,084.93
Plaintiff's Legal costs	CI\$2,700
Total Outstanding	CI\$11,784.93

- 17. Interest continues to accrue on the principal sum at the rate of 25% per annum or CI\$5.48 per day.
- 18. The Total Debt is immediately due and payable.
- 19. The Defendant is liable to pay the Total Debt to the Plaintiff.

STATEMENT REGARDING INTEREST

- 1. The Plaintiff seeks pre and post judgment interest at the rate of 25% per annum from 27 June 2023 to the date of payment in accordance with the terms of the Promissory Note and the provisions of the Judicature Law.
- 2. Interest is calculated in accordance with clause 4 of the Promissory Note at the rate of 25% per annum on the principal sum due and owing.
- 3. The current interest rate is 25%.
- 4. The amount of interest owing at date of issue of the Plaintiff is CI\$1,084.93.
- 5. The amount of interest accruing each day following the issue of the Plaintiff is CI\$5.48.

AND THE PLAINTIFF CLAIMS:

- 1. The said sum of CI\$11,784.93 as monies due and owing.
- 2. Pre and post judgment interest from the date of issue of Plaintiff and interest accruing thereafter at CI\$5.48 daily until payment.
- 3. Costs or alternatively fixed costs in the sum of CI\$150.00 plus filing fees and bailiff's fee for service.

This **PLAINT** was issued by KSG, Attorneys for the Plaintiff whose address for service is 3rd Floor One Capital Place, 136 Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: MH/3304)



KSG
Attorneys for Plaintiff

Plaintiff's address for service

3rd Floor One Capital Place
136 Shedden Road
PO Box 2255
George Town, KY1-1107

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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

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 _____, 2024

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.